

**Exeter Board of Selectmen Meeting  
Monday, April 21<sup>st</sup>, 2014, 6:50 p.m.  
Nowak Room, Town Office Building  
10 Front Street, Exeter, NH**

**BUSINESS MEETING TO BEGIN AT 7:00 P.M.**

1. Call Meeting to Order
2. Board Interviews – Planning Board
3. Bid Openings
4. Public Comment
5. Minutes & Proclamations
  - a. Regular Meetings: April 7<sup>th</sup>, 2014
6. Appointments
7. Discussion/Action Items
  - a. New Business
    - i. Discussion: Public Comment
    - ii. Public Hearing: Elliott Property Purchase
    - iii. Quarterly Financial Report
    - iv. IRS Mileage Rate 2014
    - v. 2014 Paving Proposal: Bell & Flynn
    - vi. Lease/Purchase Documents: Ladder Truck
    - vii. 2014 Committee Appointments
  - b. Old Business-
    - i. Bid Award: Parks/Recreation Mower
8. Regular Business
  - a. Tax, Water/Sewer Abatements & Exemptions
  - b. Permits & Approvals
  - c. Town Manager's Report
  - d. Selectmen's Committee Reports
  - e. Correspondence
9. Review Board Calendar
10. Non Public Session
11. Adjournment

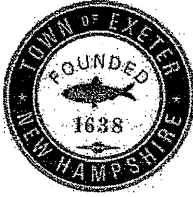
Julie Gilman, Chairwoman  
Board of Selectmen

Posted: 4/18/14 Town Office, Town Hall, Town Website

Persons may request an accommodation for a disabling condition in order to attend this meeting. It is asked that such requests be made with 72 hours notice. If you do not make such a request, you may do so with the Town Manager prior to the start of the meeting. No requests will be considered once the meeting has begun.

APR 11 2014

Received



### Town of Exeter Boards, Commissions & Committees Appointment Application

**Committee Selection:**

1<sup>st</sup> Choice: PLANNING BOARD 2<sup>nd</sup> Choice: ZONING BOARD

Name: AARON E. BROWN

Address: 11 DEERHAVEN DRIVE, EXETER, NH 03833

Email: aaron.b@atrioproperties.com

Phone: 603-235-1694 cell cell: 603-929-0956 work  
603-778-7117 home

Please describe your interest in serving on this committee.

I WOULD LIKE TO PARTICIPATE IN THE LAND USE AND THE PLANNING  
PROCESS FOR THE CITY OF EXETER.

Please provide any background information that would be of interest to the Board when considering your application, including previous committee service or other relevant experience. (resume can be attached)

LICENSED REAL ESTATE AGENT SINCE 1995. RESIDENT OF EXETER SINCE  
2002. SEE RESUME.

Are you aware of any conflicts that could arise affecting your service on this committee?

NO

Are you aware of the meeting schedule and able to commit to attending regularly?  YES  NO

After submitting this application for appointment to the Town Manager:

- The application will be reviewed and you will be scheduled for an interview with the Selectmen
- Following the interview the Board will vote on your potential appointment at the next regular meeting
- If appointed, you will receive a letter from the Town Manager and will be required to complete paperwork with the Town Clerk prior to the start of your service on the committee or board.

Signature: 

Date: ~~4/11/14~~ 4/8/14

Please submit to: Town Manager, Town of Exeter 10 Front Street Exeter, NH 03833

# AARON EZRA BROWN

11 Deerhaven Drive, Exeter, NH | aaron.b@atrioproperties.com | 603.778.7117 (home)  
603.235.1694 (cell) 603.929.0956 (office)

**OBJECTIVE** | To participate in the land use and planning process for the City of Exeter, NH

**SKILLS & ABILITIES** | Proficient in marketing, negotiation and analyzing logistics of real property.

**EXPERIENCE** | **MANAGING BROKER, ATRIO PROPERTIES**  
153 LAFAYETTE RD #3, HAMPTON FALLS, NH 03844  
2000 TO CURRENT

Development of twenty-four lot neighborhood known as Evergreen Estates in Newfields, NH. Operation of active real estate brokerage, property development and property management company.

**SALES ASSOCIATE, ATRIO PROPERTIES**  
153 LAFAYETTE RD #3, HAMPTON FALLS, NH 03844  
1995 TO 2000

Managing and acting as rental agent for one hundred and twenty apartments and homes in the greater seacoast of NH. Creating, servicing and growing an active customer and client base for real estate transfers in the greater seacoast of NH.

**EDUCATION** | **UNH WHITTEMORE SCHOOL OF BUSINESS AND ECONOMICS, DURHAM, NH**  
MBA 2000

Magna Cum Laude, 3.85 GPA, focus on legal, tax and practical business aspects as they relate to a career in real estate.

**COMMUNICATION** | Lead a dynamic group of real estate company owners towards developing the system for operations in the modern global economy with progressive integration of technology on the company and customer interfaces.

**LEADERSHIP** | Broker and owner of Atrio Properties. Company has been in existence since 1986. Acquired in 2000. Operated three offices during recent real estate expansion and effectively streamlined operations to one office for sustainability through the current recession.

**REFERENCES** | **PETER N. FLOROS, OWNER**  
PNF REALTY  
603.436.0894

*Additional references will be furnished upon request.*

## Draft Minutes

### Exeter Board of Selectmen

April 7, 2014

#### **1. Call Meeting to Order**

Chairwoman Julie Gilman called the meeting to order at 7:00 pm in the Nowak Room of the Exeter Town Offices building. Other members present were Vice Chair Dan Chartrand, Selectman Don Clement, Selectwoman Anne Surman, and Selectwoman Nancy Belanger. Town Manager Russell Dean was also present.

#### **2. Board Interview – Budget Recommendations Committee**

The Board met with Stephanie Canty at 6:50 in the Wheelwright Room to conduct an interview for the Budget Recommendations Committee.

Brian Griset spoke, expressing his feelings on the Public Comment agenda item being pushed to the end of the agenda. He quoted Section 15 of the BOS Policy book, which he said says Public Comment is supposed to be at the beginning of the agenda.

A Motion was made by Selectman Clement and seconded by Selectwoman Surman to change the order of the agenda and open up public comment.

Vice Chartrand said he would like to see Public Comment moved to after New Business and Regular Business.

Mr. Dean clarified Section 15, saying it doesn't say Public Comment HAS to be at the beginning.

Selectwoman Surman said she thinks it is more practical to have Public Comment at the beginning of the agenda.

Chairwoman Gilman said she put it at the end because it offers the public a chance to engage in New and Regular Business.

With a Motion on the floor, the Board took a vote and carried the motion – all in favor.

#### **7. Public Comment**

Gerry Hamel spoke, saying people have come to the meetings for a something specific, because they have something to say. He said to make people sit through a whole meeting is wrong. He thinks Public Comment should stay at the beginning of the agenda, where it has been forever.

Frank Ferraro spoke, saying it sends a chilling effect to people who want to come in to comment. He said the Boards purpose is to serve the public. He asked the Chairwoman to reconsider and keep Public Comment at the beginning also.

Brian Griset disagreed with Mr. Dean's representation of Section 15.

Brandon Stauber said he would like to be part of the voice to keep Public Comment in the beginning of the agenda. He thinks it makes it easier for the public to comment.

Chairwoman Gilman asked what the Board thought on this. Selectman Clement suggested putting it on next meeting's agenda for discussion.

### **3. Proclamations**

None.

### **4. Bid Openings/Surplus Declarations**

#### **a. Regular Meeting: March 10, 2014**

None.

### **5. Appointments**

None.

### **6. Discussion/Action Items**

#### **a. New Business**

##### **I. Sherri Nixon – Town Meeting Article 22**

Sherri Nixon gave a report on tar sands oil. She talked about how hazardous tar sands are and if they are transported through the pipe lines it could be really toxic for people and the environment. She talked about the pipeline that would transport the tar sands and where it goes. Article 22 was formed to prevent these tar sands oils from passing through NH.

A letter has been drafted saying the Town of Exeter passed Article 22 and "opposes the proposed reversal and altered use of the pipeline because of the toxic nature of tar sands oil and the age of the pipeline itself" and would be mailed to comply with the intent of the article.

The Board agreed with the letter and a Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger for Chairwoman Gilman to sign the letter in representation of the Exeter Board of Selectman. Motion carried – all in favor.

## **II. Sportsmen's Club Annual Report**

Joe Kenick, of the Exeter Sportsmen's Club, introduced himself. He provided the Board with an annual report of the Club, of which he read and discussed with the Board. The report talked about the Kids Fishing Derby which will be on May 10, 2014. Last year's Derby set a new attendance record and he is hoping to set another record this year.

The Club conducted numerous NRA certified training classes and over one hundred students graduated in firearm-related disciplines.

They conducted their annual Flag Retirement ceremony on June 14 where all were taught the correct protocol for retiring an American Flag.

The Club closed their range to members for a number of days for Exeter Police training.

The Town obtained final approval from the NHDES and an agreement was negotiated to incorporate into the berm, the soil subject to the remediation order. Construction is to start later this month.

Mr. Kenick went through a couple other updates and information including hunter safety classes they conducted, granting free memberships to military personnel on active duty, and hosting cadets from the US Coast Guard Academy for a practice session.

Mr. Kenick said the Club is happy to help the Town.

Beth Brosnan, Exeter resident, had some follow-up questions about the upcoming sound testing. She asked if it is still next week and Mr. Kenick answered yes, it is. Ms. Brosnan asked the time and location and Mr. Kenick said he wasn't sure because it is the Town's doing. Ms. Brosnan asked what guns will be used and said the "largest gun" has been talked about and she thinks that would be best. She wondered when the data will be released from that and from who. Ken Berkenbush said he will talk to Gary Garfield about getting all that info on the website. He said after the testing is done a letter will come out from URS with the data.

Mr. Berkenbush asked the Board if they want written documentation of who does what. Vice Chair Chartrand said his concern with that is he doesn't want to sign anything as a town that undermines the lease. Selectman Clement said the Board approved to have an MOU at the February 10 meeting. Mr. Kenick said if there is a conflict with the lease there can be disclaimers in the new written MOU. Chairwoman Gilman said they need to write up a formal

MOU. Frank Ferraro spoke and urged the Board to keep the MOU simple. Chairwoman Gilman said Mr. Dean and herself will work on the MOU.

### **III. Discussion: All Boards Meeting Topics**

Mr. Dean said the date they are looking at is May 21. They are calling it the All Boards 2. Mr. Sinnott is available on the 21<sup>st</sup>.

Chairwoman Gilman said the minutes from the last All Boards Meeting are the packet and they should be in the line of communication for all the Boards. She said the May 21<sup>st</sup> meeting is at 6:30.

Brandon Stauber said little to no action has happened since the last All Boards Meeting. Chairwoman Gilman said 79-E was passed. Mr. Stauber said that a good chunk of the last discussion was about how all the Boards would work together to get stuff done.

### **IV. Review RSA 79-E Process**

Chairwoman Gilman talked about RSA 79-E. It allows for renovations in certain areas, a tax relief of 15% or \$75,000, whichever is less. There is a sample application for 79-E in the packet. She recommended adding the tax map/lot to the application. She said there are several requirements to be able to apply.

Vice Chair Chartrand asked Mr. Dean if the sample application was something developed from a model from another town. Mr. Dean said the application is fairly uniform and he took a look at a few and put this one together.

Vice Chair Chartrand thanked the voters for voting yes on 79-E. He said it will grow the commercial real estate tax base.

Mr. Dean said the road map for 79-E is in the packet. He said business owners might wonder if they qualify and if they're in the right district to apply for 79-E. He said business owners can reach out to him to see if they qualify.

Selectwoman Surman asked if they could add to the districts. Vice Chair Chartrand said they should go with town counsel's approach and stick with the districts they recommended. Selectwoman Gilman agreed that these districts were the ones approved so to just stick to them and see how it goes. Selectman Clement said the RSA was designed to help downtown areas in despair.

Gerry Hamel asked if the tax relief is based on a flat rate. Mr. Dean explained how the tax relief will work and said it is current and based on value. If the tax rate increases on the baseline value then taxes are paid at that tax rate.

Selectman Clement asked who will review the applications when they come out. Chairwoman Gilman said it will be the Town Manger's job to process them for the time being. She said when the Economic Development Director is hired if could be their job.

**b. Old Business**

**I. 2014-15 BOS Committee Assignments**

Chairwoman Gilman went down the list, provided in the packet, of the new BOS Committee assignments. She said she would like to reinvigorate the Technology Committee.

Selectman Clement asked about a Selectmen's rep for the Exeter Housing Authority. Chairwoman Gilman asked if he felt his being there was important and added to their discussion. Selectman Clement said it could go one way or the other.

**II. Review Boards/Committees**

Vice Chair Chartrand suggested forgoing this item right now as there is a survey going around about whether members would like to stay on their Commissions. Chairwoman Gilman agreed to forgo.

**6. Regular Business**

**a. Review and Approve Minutes: March 24, 2014**

A Motion was made by Vice Chair Chartrand and seconded by Selectman Clement to approve the minutes of the March 24, 2014 BOS meeting. Motion carried – all in favor.

**b. Tax, Water/Sewer Abatements & Exemptions**

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the abatement for map 111, lot 5, unit 11 in the amount of \$398. Motion carried- all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve two veteran's credits both in the amount of \$500 for the following map/lot/units: 68/6/534 and 68/6/542. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the elderly exemption for map 90, lot 4 in the amount of \$236,251. Motion carried – all in favor.



A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the elderly exemptions both in the amount \$152,251 for the following map/lot/units: 70/4 and 27/6. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the elderly exemption for map 65, lot 56. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the elderly exemptions all in the amount of \$152,251 for the following map/lot/units: 95/64/90 and 95/64/139. Motion carried – all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve elderly exemption for map 104, lot 79, unit 110 in the amount of \$236,251. Motion carried - all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the elderly exemption for map 95, lot 64, unit 286 in the amount of \$152,251. Motion carried – all in favor.

**c. Permits & Approvals**

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to approve the permit for use of the Town Hall Stage by Katherine Roberts for student music recitals from 5/30-6/1. Motion carried – all in favor.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to approve the use of the Town Hall by Albert Abramson for the Seacoast Annual Freedom Expo on Friday, April 25, 2014 from 4-10 pm. Motion carried – all in favor.

Vice Chair Chartrand suggested looking into the Town Hall as potential revenue and issues of out of town organizations using the facility.

**d. Appointments**

None.

**e. Town Manager's Report**

Mr. Dean provided his Manager's Update in the packet. He highlighted the following:

- He participated in an EPA conference call on March 27 regarding nitrogen tracking in Exeter

- Exeter Police has taken some speed reading of Swasey Parkway since the speed bumps were removed and a memo is in the packet.
- NHDOT TE calendar was adjusted by two months which will give committees involved with the baggage building more time to determine options moving forward.
- A portion of Powder Mill Road was closed after the combined heavy rain and snow melt last week.
- Work continues on both the wastewater facilities plan and the Portsmouth option review with Stratham and Greenland.
- Continued work with Parks/Rec and the Chamber of Commerce on a formal agreement regarding the Powder Keg Festival.
- The research on the 2008 warrant article regarding the Great Dam has been completed.
- Portsmouth Ave Sewer Line construction scheduled to start on April 7
- Flushing program underway Monday, March 31

The Board decided they'd like to have a discussion about Swasey Parkway.

**f. Selectman's Committee Reports**

Selectwoman Belanger had nothing to report.

Vice Chair Chartrand said he went to a TIF subcommittee group. He said EDC will meet tomorrow.

Selectwoman Surman had nothing to report

Selectman Clement reported the WISE group met and said they are doing a lot of nitrogen tracking.

Chairwoman Gilman reported no meeting but said the Train Committee is helping with Trainriders Northeast doing a survey. She also said it is time to organize the Memorial Day Parade and to contact Mr. Dean if you are interested in helping.

**g. Correspondence**

The following correspondence were included in the packet:

- Press release about dog licensing
- NHDES letter regarding the Great Dam
- CDFA memo regarding the availability of CDBG Planning Grant Funds
- Letter from Seacoast Mental Health
- Letter from Child and Family Services thanking the town for \$12,000
- Letter from Big Brothers Big Sisters thanking for a recent \$9,000 pledge
- Letter from SNHS thanking Exeter for an \$11,000 appropriation
- Letter from Families First thanking for an anticipated \$3,000 grant
- Letter from Murray Movitz thanking the PW Dept for their work over the winter
- Planning Department Quarterly Report
- Parks and Rec monthly report
- Letter from Danziger & Markhoff LP
- Appointment Application for Budget Recommendation Committee
- Appointment Application for Economic Development
- Appointment Application for River Study Committee
- Letter from Jaime Lopez about her resignation from the Heritage Committee
- 2015-16 Legislative Policy Initial Issues List
- Letter from Jennifer Mates about upcoming construction
- American Independence Museum reception on April 30
- 

**8. Review Board Calendar**

Chairwoman Gilman said the next BOS meeting will be April 21, 2014. At which time they will discuss where Public Comment should go on the agenda, the fire truck lease documents, and get a brief presentation on tax abatements on solar systems installations. She also said the Goal Setting Session is set for April 19 at 9 am in the room off the art gallery of the Town Hall.

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Surman to adjourn the meeting at 8:54 pm. Motion carried – all in favor.

Respectively submitted,

Nicole McCormack  
Recording Secretary

Appointments – April 21<sup>st</sup>, 2014

Budget Recommendations Committee – Stephanie Canty (term expires annually, at next Town Meeting unless re-upped on slate)

Motion: Move the Board of Selectmen appoint Stephanie Canty to the Budget Recommendations Committee.

Water/Sewer Advisory Committee – David Michelsen (interviewed in November 2013, will take Boyd Allen's place beginning May 1<sup>st</sup>), Mr. Allen's term is expiring and he is stepping down. Term to expire (Michelsen): April 30<sup>th</sup>, 2017.

Motion: Move the Board of Selectmen appoint David Michelsen to the Water/Sewer Advisory Committee for a term to expire April 30<sup>th</sup>, 2017.



**ABSENTEE  
OFFICIAL BALLOT  
ANNUAL TOWN ELECTION  
EXETER, NEW HAMPSHIRE  
MARCH 11, 2014**

BALLOT 2 OF 2

*Andrea J. Keller*  
TOWN CLERK

**ARTICLES CONTINUED**

**Article 14:** Shall the Town raise and appropriate, through special warrant article, the sum of one-hundred nine thousand five hundred and ninety five dollars (\$109,595), for the support of various human service agencies that will serve Exeter residents in 2014:

1922  
YES   
NO   
291

Agency	Amount
A Safe Place	\$ 5,500
Area Home Care	\$ 13,000
Big Brother/Big Sister	\$ 9,000
Child and Family Services	\$ 12,000
Crossroads House	\$ 3,500
Families First	\$ 3,000
Friends Program (formerly RSVP)	\$ 2,200
Great Bay Kids	\$ 2,495
Meals on Wheels – Food	\$ 9,200
New Generation Shelter	\$ 2,000
New Outlook Teen Center	\$ 2,700
Richie McFarland Center	\$ 9,000
Rockingham Community Action	\$ 11,000
Seacoast Family Promise	\$ 1,500
Seacoast Mental Health	\$ 8,500
Seacoast VNA	\$ 5,000
Sexual Assault Support Services (SASS)	\$ 3,000
St. Vincent De Paul	\$ 5,000
Womenade of Greater Squamscott	\$ 2,000
<b>Total</b>	<b>\$ 109,595</b>

(Majority vote required) Recommended by the Board of Selectmen 5-0

**Article 15:** Shall the Town vote to establish a capital reserve fund under RSA 35:1 for the purpose of making capital improvements to town sidewalks including construction and replacement of new town sidewalks, and repair and replacement of existing town sidewalks and to raise and appropriate the sum of eighty-thousand dollars (\$80,000) to be placed in this fund and further the Board of Selectmen shall be named agents of the fund and be authorized to make expenditures from the fund. (Majority vote required) Recommended by the Board of Selectmen 5-0

1802  
YES   
NO   
423

**Article 16:** Shall the Town raise and appropriate, through special warrant article, the sum of fifty-thousand dollars (\$50,000), for the purpose of conducting a Town-wide Facilities Plan, to include building use recommendations on short and long term needs for all town buildings. (Majority vote required) Recommended by the Board of Selectmen 5-0

1306  
YES   
NO   
820

**Article 17:** Shall the Town raise and appropriate, through special warrant article, the sum of twenty-six thousand four hundred and ninety dollars (\$26,490) for the purpose of purchasing for conservation the approximately 34-acre Elliott property (Tax Map 26, Lot 15) (known as the 'Growing Oaklands project) located east of Watson Road and abutting the western portion of the Oaklands Town Forest. The sum will be combined with \$33,510 from the 2003 Conservation Bond proceeds and \$25,000 from the Conservation Commission's Conservation Fund to fund the Town of Exeter's \$85,000 share of the total purchase price. The Growing Oaklands project adds a critical portion of a popular trail into town ownership and conserves wildlife habitat for several rare species. The balance of the total cost of the project is \$149,500, with the following funding sources: \$54,000 from a US Natural Resource Conservation Service grant; and \$10,500 to be privately raised by Southeast Land Trust of New Hampshire; furthermore, to authorize the Board of Selectmen to accept any state, federal and other grants and gifts related to the project. As part of this purchase, the property will be subject to a conservation easement granted to the US Natural Resources Conservation Service. (Majority vote required) Recommended by the Board of Selectmen 3-2

1536  
YES   
NO   
635

**Article 18:** Shall the Town adopt the Community Revitalization Tax Relief Incentive outlined in Chapter 79-E of state law and to designate four commercial areas as meeting the standards for an eligible district as set forth in RSA 79-E:2? (The four districts will consist of areas zoned C-1 "Central Area Commercial" and WC "Waterfront Commercial". A map of these districts is available on the Town's website and Town Clerk's Office.) Majority vote required. Recommended by the Board of Selectmen 5-0

1579  
YES   
NO   
457

**Article 19:** Shall the Town vote to adopt RSA 162-K of the New Hampshire Revised Statutes, which if adopted will allow the Town to establish tax increment financing districts upon approval of the legislative body. Majority vote required. Recommended by the Board of Selectmen 3-2

878  
YES   
NO

**TURN BALLOT OVER AND CONTINUE VOTING**

1024

## **Elliot Property Acquisition Public Notice**

The Town of Exeter Board of Selectmen will hold two public hearings on the acquisition of the Elliott Property (Tax Map 26, Lot 15, which abuts the Oaklands Town Forest) on Monday April 21<sup>st</sup>, and Monday May 5<sup>th</sup> with final vote on May 19<sup>th</sup>. The property was recommended for acquisition by the Exeter Conservation Commission and the Planning Board. Funding for the acquisition will include \$26,490 approved by the voters through special warrant article on March 11<sup>th</sup>, \$33,510 from the 2003 conservation bond proceeds and up to \$25,000 from the Conservation Commission's Conservation Fund to fund the Town of Exeter's \$85,000 share of the total purchase price. The total cost of the project is \$149,500, with the balance of the costs coming from the following funding sources: \$54,000 from a US Natural Resource Conservation Service; and \$10,500 in privately raised funds by Southeast Land Trust of New Hampshire. As part of this purchase, the property will be subject to a conservation easement granted to the US Natural Resources Conservation Service.

## LETTER OF UNDERSTANDING

Between Southeast Land Trust of NH and the Town of Exeter Conservation Commission, NH

This **Letter of Understanding** summarizes the financial and management responsibilities of the Southeast Land Trust of New Hampshire ("SELTNH") and the Town of Exeter Conservation Commission ("Commission") in regard to the acquisition and conservation of the approximately 34 acre Elliott property (Tax Map 26, Lot 15) (the "Property") and the subsequent conveyance of a conservation restriction on the Property from the Town of Exeter to Southeast Land Trust of New Hampshire or another suitable entity.

The Town of Exeter Conservation Commission desires to partner with SELTNH for the acquisition and conservation of the Property. SELTNH understands that the Town is only able to financially contribute up to \$85,000, contingent on Town Meeting voter approval. SELTNH agrees and understands that any expenditure by SELTNH above and beyond the amount authorized for this purpose at Town Meeting will be carried out at SELTNH's sole expense, unless authorized and approved in advance by a vote of the Town of Exeter Board of Selectmen. If insufficient funding is appropriated at Town Meeting, this Letter shall be null and void, except that expenditures up until the Town Meeting vote shall be handled in accordance with this Letter. If insufficient funding is appropriated at the Town Meeting, SELTNH and the Commission will meet and agree as to next steps.

Attached, as Exhibit A, is an estimated budget for the acquisition of the Property. This budget is an estimate only. The parties agree and acknowledge that specific expenditures for project expenses may be higher or lower than the estimated amount, so long as the total expenditure being requested from the Town does not exceed \$85,000.

### **Responsibilities of SELTNH**

1. **Option agreements:** SELTNH shall enter into an option agreement with the landowner for the acquisition of the Property. This option agreement shall be conditioned upon the ability of SELTNH to direct the conveyance of the Property from the current owner to the Town of Exeter and the availability of the necessary funding from the Town and other sources. SELTNH shall be responsible for the initial deposit of \$1,000, and the deposit of \$3,000 if USDA Wetland Reserve Program funds are awarded to the project. The Commission shall be responsible for \$2,000 of the deposit by October 31, 2013 if, after meeting with the Selectmen, the Commission votes to proceed with seeking a Warrant Article that combined with available Conservation Funds is at least \$85,000.
2. **Phase 1:** SELTNH will contract with a qualified professional to conduct a Phase One Environmental Site Assessment that is prepared for the Commission and SELTNH to ensure there are no environmental hazards on the Property and provide a copy of the Phase One report to the Commission within 5 days of its receipt. SELTNH shall be reimbursed by the Commission for the cost of the Phase One, estimated to be \$1,250. If a Phase 2 is recommended, SELTNH and the Commission will meet and agree as to next steps.
3. **Boundary Confirmation:** SELTNH will contract with a licensed land surveyor to assess whether the triangular area in the northwestern portion of the Property that is shown on

## LETTER OF UNDERSTANDING

Between Southeast Land Trust of NH and the Town of Exeter Conservation Commission, NH

the Exeter Tax Maps is part of the Property and SELTNH shall provide the surveyor's findings to the Commission within 5 days of its receipt. SELTNH shall be reimbursed by the Commission for the cost of the survey research, estimated to be \$2,500. If the triangular area is found to not be a part of the Property, SELTNH and the Commission will meet and agree as to next steps.

4. **Appraisal Confirmation:** At the Commission's election or if required by a funding source, an update of the appraisal previously conducted by the Commission may be commissioned by SELTNH. SELTNH will provide a copy of the appraisal report to the Commission within 5 days of its receipt. If an appraisal is commissioned, SELTNH shall be reimbursed by the Commission for the cost of the appraiser's work, estimated to be \$1,200.
5. **Title Opinion:** SELTNH shall commission a title opinion so as to ensure a clean and marketable title to the Property. SELTNH shall provide the Commission a copy of the title opinion within 5 days of its receipt. Should the Commission or Selectboard desire to have the Town attorney, instead of SELTNH's attorney, complete the title opinion, it shall notify SELTNH within thirty (30) days after the Selectmen's vote on including the project as a Warrant Article, so as to avoid duplication of cost and resources, and shall provide SELTNH with a copy of the Town attorney's opinion.
6. **Survey:** If the Town Warrant Article is approved, SELTNH shall manage the hiring of a licensed land surveyor for the surveying of the physical boundary of the Property. SELTNH shall provide a copy of the final plans for review and acceptance by the Commission.
7. **Communication:** SELTNH shall coordinate all communication with the landowner regarding project status, timing, legal documents, and closing.
8. **Fundraising:** SELTNH shall work diligently and in good faith to secure private and public funds for the project that combined with the funds secured by the Town through Town Meeting and the Conservation Fund, will fully pay for the total project cost, estimated to be \$158,000.
9. **Acquisition and closing:** SELTNH shall coordinate and manage the acquisition of the Property and the drafting and negotiation of all legal documents and closing paperwork for the acquisition of the Property and the conveyance of the conservation restriction.
10. **Financial management:** SELTNH shall pay all invoices for services requested or authorized through this Agreement related to the acquisition and conservation of the Property. SELTNH agrees to provide supporting documentation (such as copies of invoices or receipts) for invoices submitted to the Commission, as may be requested by the Commission.



**LETTER OF UNDERSTANDING**

Between Southeast Land Trust of NH and the Town of Exeter Conservation Commission, NH


**Responsibilities of the Commission**


1. **Reimbursements:** The Commission shall reimburse SELTNH within 30 days of the Commission's receipt of invoices submitted by SELTNH or at the closing on the subject parcel, whichever is earlier.
2. **Funding:** The Commission will work diligently and in good faith to provide at least \$85,000 toward the project, including proposing a Warrant Article for the March 2014 Town Meeting that will provide sufficient funds to meet the Town's \$85,000 funding goal. The Commission shall take the lead, with SELTNH's assistance, to publicize and garner public support for the Warrant Article.
3. **Grants:** The Commission shall work with SELTNH in efforts to secure grants and other private funds in order to meet the overall project budget, estimated to be \$158,000. In some cases, this may require the Commission to be the grant applicant.
4. **Closing:** At the closing on the acquisition of the Property, the Commission agrees to provide the funds authorized by the Town, minus any payments to SELTNH previously made by the Town, which are consistent with the terms herein or fit within one of the categories contained in the budget. The purchase price for the Property shall be no more than \$135,000.
5. **Permanent Conservation:** The Commission agrees to work with SELTNH on a conservation restriction for the Property to ensure its permanent conservation use. The parties agree to negotiate in good faith to successfully complete the terms of the conservation restriction.

The parties agree to complete the acquisition of the Property within 60 days after the March 2014 Town Meeting.

**This Letter of Understanding represents the complete understanding of the parties hereto and can only be revised through written agreement.**

Executed this 29 day of July, 2013, by

  
\_\_\_\_\_  
Russell Kaphan, Chair, duly authorized  
Town of Exeter Conservation Commission

  
\_\_\_\_\_  
Brian Hart, Executive Director  
Southeast Land Trust of New Hampshire

Town of Exeter  
 General Fund Revenues & Expenses (unaudited)  
 For the 1st Quarter Ended March 31, 2014

DRAFT

General Fund Revenues

Description	Annual Budgeted Revenue	Actual Revenue as of 3/31/14	Variance	% Collected	Notes
Property Tax Revenue	\$ 12,698,970	\$ 47,261	(12,651,709)	0.4%	Includes property tax less overlay, jeopardy, yield, current use, PILOT, taxes, penalties and interest.
Motor Vehicle Permit Fees	2,000,000	570,765	(1,429,235)	29%	Motor vehicle registration and fees
Building Permits & Fees	150,000	36,712	(113,288)	24%	Fees charged by Building & Code Enforcement
Other Permits and Fees	125,000	13,965	(111,035)	11%	Includes GF portion of Cable TV & Vital Statistics Fees
Meals & Rooms Tax Revenue	639,405		639,405	0%	Received in December each year
State Highway Block Grant	246,661	49,550	(197,111)	20%	Received quarterly
Other State Grants/Reimbursements	25,000	12,637	(12,363)	51%	Railroad, RERP, Mosquito, Other Misc
Income from Departments	1,000,000	271,212	(728,788)	27%	General Revenues charged by Town Departments
Sale of Town Property	133,010	1,254	(131,756)	1%	Includes sale of deeded property on Exeter Road
Interest Income	2,000	334	1,666	17%	Interest income earned on sweep accounts
Other Miscellaneous Revenues	25,000	7,074	(17,926)	28%	Town Rental Property
Revenue Transfers in	30,000	38,033	8,033	127%	Transfers in from Trustee of Trust Funds for Sick Trust/ Other Transfers
<b>General Fund Revenues</b>	<b>\$ 17,075,046</b>	<b>\$ 1,048,797</b>	<b>\$ (14,744,107)</b>	<b>6%</b>	
Appropriation for Warrant Articles	272,909	272,909	-		Includes Human Services, Capital Projects (Actual included in PT Revenue)
<b>Total General Fund Revenues</b>	<b>\$ 17,347,955</b>	<b>\$ 1,321,706</b>	<b>\$ (16,026,249)</b>	<b>8%</b>	

General Fund Expenditures

DEPARTMENT	Annual Budgeted Expenses	Actual Expenses as of 3/31/14	Budget Balance Available	Percent Spent	Notes
Total General Government	930,436	223,111	707,325	23.98%	Includes BOS, TM, HR, IT, TC, Elections, TTF, Transportation and Legal
Total Finance	595,957	149,924	446,033	25.16%	Includes Finance, Treasurer, Tax Collection & Assessing
Total Planning & Building	484,927	98,917	386,010	20.40%	Includes Planning, Building, Conservation and other Commissions
Total Economic Development Commission	69,149	-	69,149	0.00%	
Total Police	3,646,020	820,407	2,825,613	22.50%	
Total Fire	3,696,775	850,366	2,846,409	23.00%	
Total Public Works	3,554,798	785,575	2,769,223	22.10%	
Total Maintenance	942,666	246,595	696,071	26.16%	Maintenance of all Town Buildings, Land and Structures
Total Welfare	86,855	19,968	66,887	22.99%	
Total Parks & Recreation	448,673	95,951	352,722	21.39%	
Total Other Culture/Recreation	36,300	766	35,534	2.11%	Patriotic Purposes, Holiday Parade, Brass Band
Total Library	910,837	221,112	689,725	24.28%	
Total Debt Service & Capital	1,311,292	101,304	1,209,988	7.73%	All General Fund Debt Service Principal and Interest
Total Benefits & Taxes	360,361	166,102	194,259	46.09%	Payroll, Health Buyouts, W/C, U/C and Insurance
<b>Total General Fund Expenses</b>	<b>17,075,046</b>	<b>3,780,098</b>	<b>13,294,948</b>	<b>22.14%</b>	
Total Warrant Articles	2,059,667	34,662	256,984	1.7%	
<b>Total Expenses and Warrant Articles</b>	<b>19,134,713</b>	<b>3,814,760</b>	<b>13,551,932</b>	<b>19.9%</b>	
<b>Net Income/ (Deficit)</b>	<b>\$ (1,786,758)</b>	<b>\$ (2,493,054)</b>	<b>\$ (706,296)</b>	<b>100.0%</b>	<b>Net increase of Revenue over Expenses</b>

Note: Property taxes are billed in June and November. Taxes are generally 93% collected by the due date which is 30 days from the bill issue date.

Town of Exeter  
 Report of Revolving Funds (unaudited)  
 For the 1st Quarter Ended March 31, 2014

DRAFT

**CATV Fund**

Description	Budgeted Revenue	Actual Revenue as of 3/31/14	Variance	% Collected /Spent	Notes
CATV Revenue	\$ 131,000	\$ -	\$ 131,000	0%	50% of Comcast Revenue to General Fund and 50% to CATV Fund
<b>CATV Expenses</b>					
Wages, Taxes & Benefits	65,425	17,463	47,962	27%	20% of FT and PT IT Wages
General Expenses	\$ 46,751	\$ 2,724	44,027	6%	Includes annual E-Channel Assessment
<b>Total Expenses</b>	<b>\$ 112,176</b>	<b>\$ 20,187</b>	<b>91,989</b>	<b>18%</b>	
<b>Net Income/(Deficit)</b>	<b>\$ 18,824</b>	<b>\$ (20,187)</b>	<b>\$ (39,011)</b>	<b>-107%</b>	Net increase of Revenue over Expenses

**Recreation Revolving Fund Revenue**

Description	Budget	Actual Revenue as of 3/31/14	Variance	% Collected /Spent	Notes
Total Revenue	\$ 510,800	\$ 189,025	\$ (321,775)	37%	Special Events, Program, Pool and Trip Revenue
Wages, Taxes & Benefits	162,545	3,580	158,965	2%	
General Expenses	315,355	34,698	280,657	11%	
Total Expenses	477,900	38,278	439,622	8%	
Net Income/(Deficit)	\$ 32,900	\$ 150,747	\$ 117,847	458%	Net Decrease of Revenue over Expenses

**Ambulance Revolving Fund**

Description	Budget	Actual Expenses as of 3/31/14	Variance	% Collected /Spent	Notes
EMS- Ambulance Transport Revenue	\$ 462,000	\$ 115,626	\$ (346,374)	25%	Ambulance Transport Revenue
Wages, Taxes & Benefits	195,889	37,789	158,100	19%	
General Expenses	142,545	41,582	100,963	29%	Includes Ambulance Lease \$ 61.9K
Total Expenses	338,434	79,371	259,063	23%	
Net Income/(Deficit)	\$ 123,566	\$ 36,255	\$ (87,311)	29%	Net increase of Revenue over Expenses

Town of Exeter

Sewer Fund Revenues & Expenses (unaudited)  
For the 1st Quarter Ended March 31, 2014

DRAFT

Description	Budgeted Revenue	Actual Revenue as of 3/31/14	Variance	% Collected	Notes
<b>Sewer Revenues</b>	\$ 2,412,706	\$ 540,510	\$ (1,872,196)	22%	Wastewater Grant and Misc. Fees
<b>Appropriation for Warrant Articles</b>	5,200,000	-	(5,200,000)	100%	WWTF, MPS, CSS AU - to be funded in late year bonding 2014
<b>Total Sewer Fund Revenues</b>	<u>7,612,706</u>	<u>540,510</u>	<u>(7,072,196)</u>	<u>7%</u>	

DEPARTMENT	Budget	Actual Expenses as of 3/31/14	Variance	% Used	Notes
<b>Sewer Administration Total</b>	364,652	74,935	289,717	21%	Sewer Admin wages and expenses
<b>Sewer Billing Total</b>	118,699	25,378	93,321	21%	Sewer Billing wages and expenses
<b>Sewer Collection Total</b>	540,538	116,178	424,360	21%	Sewer collection wages and expenses
<b>Sewer Treatment Total</b>	452,441	117,949	334,492	26%	Sewer treatment waggges and expenses
<b>Sewer Fund Debt Service Total</b>	729,706	86,039	643,667	12%	Sewer Fund Debt Service
<b>Sewer Fund Capital Outlay</b>	206,670	-	206,670	0%	Vehicles, WWTP Upgrades and Maintenance
<b>Subtotal Sewer Fund Expenses</b>	<u>2,412,706</u>	<u>420,479</u>	<u>1,992,227</u>	<u>17%</u>	
<b>Warrant Articles</b>					
Sewerline Replacement	200,000		200,000	0%	NHMBB Bonding in July 2014
WW Treatment Fac, Main Pump Station, and CSO Abatement Upgrades	5,000,000		5,000,000	0%	NHMBB Bonding later in 2014
<b>Total Warrant Articles</b>	<u>5,200,000</u>	<u>-</u>	<u>5,200,000</u>	<u>0%</u>	
<b>Total Sewer Fund Expenses</b>	<u>7,612,706</u>	<u>420,479</u>	<u>7,192,227</u>	<u>6%</u>	
<b>Net Income/(Deficit)</b>	<u>-</u>	<u>120,031</u>	<u>120,031</u>	<u>-100%</u>	<b>Net increase of Revenue over Expenses</b>

Town of Exeter

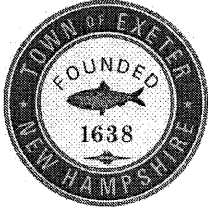
Water Fund Revenues & Expenses (unaudited)

For the 1st Quarter Ended March 31, 2014

DRAFT

Description	Budgeted Revenue	Actual		Variance	% Collected	Notes
		Revenue of	as of 3/31/14			
Water Fund Revenues	2,538,457	\$ 578,251	\$ (1,960,206)		23%	Water Consumption Fees, Service Charges, Impact Fees and Misc. Fees
Appropriation for Bond Warrant Article	1,400,000		(1,400,000)		0%	Bonding for Waterlines through NHMBB in July 2014
<b>Total Water Fund Revenue</b>	<b>3,938,457</b>	<b>578,251</b>	<b>(3,360,206)</b>		<b>15%</b>	

DEPARTMENT	Budget	Actual		Variance	% Used	Notes
		Expenses as of 3/31/14				
Water Administration Total	363,605	76,003	287,602		20.9%	Staff Administration Wages & General Expenses
Water Billing Total	118,699	26,269	92,430		22.1%	Billing Wages and associated expenses
Water Distribution Total	531,523	118,382	413,141		22.3%	Water Distribution Wages and Expenses
Total Water Treatment	737,698	154,965	582,733		21.0%	Water Treatment Wages and Expenses
Water Fund Debt Service Total	549,263	24,789	524,474		4.5%	Debt Service for Water Fund
Water Fund Capital Outlay Total	237,669	-	237,669		0.0%	Includes vehicles, WTP maintenance and capital
<b>Total Water Fund Expenses before WAR</b>	<b>2,538,457</b>	<b>400,408</b>	<b>2,138,049</b>		<b>15.8%</b>	Water Fund Expenses before Warrant Articles (WAR)
Warrant Articles						
Waterline Replacement	1,400,000		1,400,000		0.0%	
<b>Total Warrant Articles</b>	<b>1,400,000</b>	<b>-</b>	<b>1,400,000</b>		<b>0.0%</b>	Bonding Required through NHMBB - expect July 2014 Funding
<b>Total Water Fund Expenses</b>	<b>3,938,457</b>	<b>400,408</b>	<b>3,538,049</b>		<b>10.2%</b>	
<b>Net Income/ (Deficit)</b>	<b>-</b>	<b>177,843</b>	<b>177,843</b>		<b>100.0%</b>	<b>Net increase of Revenue over Expenses</b>



# TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

[www.exeternh.gov](http://www.exeternh.gov)

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## INTEROFFICE MEMORANDUM

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**TO:** EXETER BOARD OF SELECTMEN AND SELECTWOMEN  
**FROM:** DOREEN RAVELL  
**SUBJECT:** RECOMMENDATION TO ADOPT A POLICY FOR THE IRS STANDARD MILEAGE RATE  
**DATE:** APRIL 21, 2014  
**CC:** RUSS DEAN

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The Town of Exeter currently reimburses employee business-related mileage at the 2013 IRS mileage reimbursement rate of 56.5 cents per mile. On Jan. 1, 2014, the IRS standard mileage rate for the use of a car (also vans, pickups or panel trucks) decreased to 56 cents per mile for business miles driven. The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile.

It is my recommendation for the Town of Exeter to adopt the current IRS standard mileage rate effective as of April 22, 2014. It is also recommended the Exeter Board of Selectmen adopt a policy to automatically update the mileage reimbursement rate each year in January to coincide with the IRS standard mileage rate. The Selectman and Selectwomen will be notified of the change each year by the Finance Department.



# State of New Hampshire

## Department of Labor

Hugh J. Gallen  
State Office Park  
Spaulding Building  
95 Pleasant Street  
Concord, NH 03301  
603/271-3176  
TDD Access: Relay NH  
1-800-735-2964  
FAX: 603/271-6149  
<http://www.nh.gov/labor>

**James W. Craig**  
Commissioner of Labor

**David M. Wihby**  
Deputy Labor  
Commissioner

### Mileage Reimbursement Rate Change

Effective January 1, 2014, the standard mileage reimbursement rate for transportation expenses as set by the Internal Revenue Service will be 56.0 cents per mile.

This changes the mileage reimbursement rate payable under RSA 281-A:23 Medical, Hospital & Remedial Care.

This rate should be used by Workers' Compensation Carriers for reimbursement for eligible Workers' Compensation travel expenses incurred on or after January 1, 2014.

Questions about reimbursement for expenses associated with Workers' Compensation injuries and occupational illnesses should be addressed to NH Department of Labor Workers' Compensation Division. Contact information is below.

### Applicable Law:

[RSA 281-A:23](#)

### Other Links:

[NH DOL mileage reimbursement rates](#)

[IRS mileage rate information](#)

### NH DOL Workers' Compensation Division contact information:

By email: [workerscomp@labor.state.nh.us](mailto:workerscomp@labor.state.nh.us)

By phone: (603) 271-3174 or (603) 271-6194

By mail: Workers' Compensation Division  
NH Department of Labor  
95 Pleasant Street  
Concord, NH 03301

# BELL & FLYNN, INC.

**Pavement Reclamation  
Engineers & Contractors**

---

Planning · Testing · Design · Engineered/Reconstruction · Construction

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Telephone: (603) 778-8511

Fax: (603) 772-4396

69 Bunker Hill Avenue

Stratham, NH 03885

April 1, 2014

Town of Exeter  
Mr. Russell Dean, Town Manager  
10 Front Street  
Exeter, NH 03833

Dear Mr. Dean,

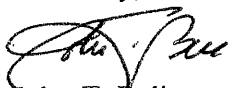
Despite continuing cost increases associated with wage/benefits, equipment/maintenance, transportation/energy and regulatory requirements which are customarily reflected in increased unit prices at the commencement of each construction season and despite a \$1.00 increase in the cost of bituminous concrete pavement as determined per NHDOT asphalt cement adjustment clause (Item 1010.2), Bell & Flynn, Inc. is pleased to be able at this time to offer to extend the current contract for road reconstruction services under the same terms, conditions and prices upon mutual agreement by the Town of Exeter.

The Unit Price of Pay Item #1, "Bituminous Concrete Paving", per ton, in place, per Project Manual and Specifications, shall remain \$72.90 per ton thru July 15, 2014. The unit price of Bituminous Concrete Pavement installed after July 15, 2014 shall be subject to adjustment per NHDOT asphalt cement adjustment clause (Item 1010.2). All other terms, conditions and prices including pavement reclamation, fine grading and compaction, and installation of additional asphalt stabilized base material shall remain unchanged.

In recent years, the Exeter Board of Selectmen has opted to extend the annual paving contract, thereby avoiding mid-season price increases of as much as \$6.00 per ton. Similarly 2014 spring start up pricing currently exceeds the highest price point of 2013 and normal seasonal demand exacerbated by macroeconomic dynamics in crude oil markets is anticipated to again increase the price of asphalt pavements through the summer months of 2014. While the fundamental market dynamics of liquid asphalt cited above remain volatile and hot mix asphalt producers are understandably reluctant to enter long-term price commitments, after extensive negotiations with our suppliers Bell & Flynn, Inc. is currently able to guarantee pricing for all paving services completed prior to July 15, 2014, thereby securing pricing indexed to the NHDOT March 15 asphalt cement adjustment and protecting the Town of Exeter from the repercussions of the April 15, May 15 and June 15 monthly adjustments. Considering these anticipated cost increases, in an attempt to provide price stability (at the lowest possible price!) it should again prove beneficial to the Town of Exeter to extend the current contract for road reconstruction services including paving and to complete as much work as possible prior to mid-August similarly to last year.

Thanking you in advance for your thoughtful consideration of the letter, I remain,

Sincerely,



John T. Bell  
Vice President



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Engineers & Contractors

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Fax: (603) 772-4396

69 Bunker Hill Avenue

Stratham, NH 03885

## 2012/2013 Town of Exeter Bituminous Concrete Paving Unit Pricing

Bituminous Concrete Pavement-Machine Method		\$72.90/T
Bituminous Concrete Pavement-Hand Method		\$113.00/T
Bituminous Concrete/Berm		\$4.00/LF
Reclamation (incl. F. G. & C.)	<2,000 SY	\$4.00/SY
	2- 4,000 SY	\$3.00/SY
	4- 6,000 SY	\$2.50/SY
	>6,000 SY	\$2.00/SY
Cold Planing (excl. Trucking)	<2,000 SY	\$3.50/SY
	2- 4,000 SY	\$2.50/SY
	4- 6,000 SY	\$2.00/SY
	>6,000 SY	\$1.50/SY
Adjust utility castings to proposed finish grade	water gate box sleeve	\$100.00/EA
	Single grade ring	\$150.00/EA
	0-6"	\$250.00/EA+ concrete
	6-12"	\$300.00/EA+ concrete
	12-18"	\$750.00/EA+ concrete
	18-24"	\$1,000.00/EA+ concrete
Road Widener		\$150.00/HR
Cat 140 Grader Rental		\$130.00/HR
Cat M318 Rubber Tired Excavator Rental		\$130.00/HR
Cat D-6 Dozer Rental		\$130.00/HR
Lowbed Rental		\$120.00/HR
Loader Rental		\$120.00/HR
Cat CS563 Vibratory Compactor Rental		\$100.00/HR
Cat CB334 Vibratory Compactor Rental		\$90.00/HR

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69 Bunker Hill Avenue  
Stratham, NH 03885

## **2012/2013 Town of Exeter Bituminous Concrete Paving Unit Pricing**

Lay-Mor Sweeper Rental	\$90.00/HR
Huber Maintainer Rental	\$90.00/HR
Tri Axle Dump Truck Rental	\$80.00/HR
Ten Wheel Dump Truck Rental	\$75.00/HR
John Deere Tractor Rental	\$60.00/HR
Grade Foreman	\$50.00/HR
Labor Rental	\$35.00/HR
Flagperson	\$30.00/HR OT-\$45.00/HR
2-4" Erosion Stone	\$20.00/CY
¾" Crushed Stone	\$20.00/CY
4" Crushed Gravel	\$15.00/CY
Screened Loam	\$15.00/CY
Asphalt Stabilized Base	\$10.00/CY

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69 Bunker Hill Avenue  
Stratham, NH 03885

2013-14 Unit Price(s) of Installation of Bituminous Concrete Pavement by machine method for comparable southeastern NH municipalities:

<u>Town</u>	<u>Price per Ton</u>	
Lee	71.00	
Newmarket	71.00 (2,430 T Binder One Road)	
Exeter	72.90	
Fremont	73.00	
Stratham	73.10 (avg.)	
East Kingston	73.50	
Brentwood	74.00/76.00	
Danville	74.50 (avg.)	
Kensington	74.50	
Newfields	75.00/80.00	2014
Newington	75.50 (avg.)	
Portsmouth	75.85 (avg.) With Escalation	
Durham	76.50	2014
North Hampton	76.70	
Dover	83.00-88.00	
South Hampton	85.00	

2014

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Name	Sec From	To	V	S	Sy	1762.2	301.3	100.4	18	3	Reclaim + 4"
HIGH ST	1	GREAT BRIDGE	26	610	15,860	1,762.2	301.3	100.4	18	3	Reclaim + 4"
HIGH ST	2	PORTSMOUTH AVE	26	1,312	34,112	3,790.2		324.1	21	4	Shim & Overlay = 1.5"
HIGH ST	3	BUZZELL AVE	26	2,027	52,702	5,855.8		500.7	12	3	Shim & Overlay = 1.5"
HIGH ST	4	DRINKWATER RD	26	2,717	70,642	7,849.1		894.8	10	4	Thicker Shim & Overlay = 2"
WEBSTER AVE	1	JADY HILL AVE	22	1,404	30,888	3,432.0		293.4	8	4	Shim & Overlay = 1.5"
STONEY WATER RD	1	CROSS RD	20	528	10,560	1,173.3		133.8		1	Thicker Shim & Overlay = 2"
CARROLL ST	1	FRONT ST	24	692	16,608	1,845.3		210.4	4		Thicker Shim & Overlay = 2"
CHARTER ST	1	FRONT ST	28	1,056	29,568	3,285.3		280.9	12	1	Shim & Overlay = 1.5"
SANBORN ST	1	FRONT ST	24	639	15,336	1,704.0		145.7	2	2	Shim & Overlay = 1.5"
MYRTLE ST	1	CHARTER ST	24	486	11,664	1,296.0		110.8	2	1	Shim & Overlay = 1.5"
VINE ST	1	CHARTER ST	24	523	12,552	1,394.7		119.2	3	1	Shim & Overlay = 1.5"
CHESTNUT ST	1	PLEASANT ST	32	1,030	32,960	3,662.2		313.1	7	1	Shim & Overlay = 1.5"
PLEASANT ST	1	HIGH ST	32	565	18,080	2,008.9		171.8	4	1	Shim & Overlay = 1.5"
JADY HILL AVE	1	CHESTNUT ST	24	1,945	46,680	5,186.7		443.5	11	8	Shim & Overlay = 1.5"
JADY HILL AVE	2	CHESTNUT ST	24	300	7,200	800.0		68.4	5	8	Shim & Overlay = 1.5"
JADY HILL CIR	1	JADY HILL AVE	26	1,188	30,888	3,432.0		293.4	13	1	Shim & Overlay = 1.5"
JADY HILL CT	1	WOODLAWN CIR	28	185	5,180	575.6		49.2	7	1	Shim & Overlay = 1.5"
BONNIE DR	1	HAVEN LN	26	776	20,176	2,241.8	255.6	191.7	14	1	Reclaim + 3"
HAVEN LN	1	END (W)	32	1,769	56,608	6,289.8		537.8	17	1	Shim & Overlay = 1.5"
BITTERSWEET LN	1	GREEN HILL RD	20	634	12,680	1,408.9		120.5	14	1	Shim & Overlay = 1.5"
WOODLAWN CIR	1	PLEASANT ST	24	1,404	33,696	3,744.0		320.1	7	3	Shim & Overlay = 1.5"
HALL CT	1	HIGH ST	16	264	4,224	469.3		40.1	6	1	Shim & Overlay = 1.5"
HALL PLACE	1	PLEASANT ST	18	987	17,766	1,974.0		168.8	9	4	Shim & Overlay = 1.5"
GREEN HILL RD	1	PORTSMOUTH AVE	30	385	11,550	1,283.3		109.7	17	1	Shim & Overlay = 1.5"
DOUGLASS WAY	1	JADY HILL AVE	26	1,214	31,564	3,507.1		299.9	8	3	Shim & Overlay = 1.5"
GLENERIN LN	1	JADY HILL AVE	26	528	13,728	1,525.3		86.9	14	2	Shim & Overlay = 1.5"
WOODLAWN CIR	1	PLEASANT ST	24	400	9,600	1,066.7	1525.3	173.9	4	1	Reclaim + 3"
						1066.7	121.6	60.8	6	1	Reclaim + 3"
Totals				25,568	6596.0	852.4	6389.8				

Total cost 700 k

Traffic control 25 k

Dpw cost Plant Price Ton

Top Portsmouth Plant \$72.38

Top Brentwood Plant \$73.00

Brex Amesbury Plant \$74.00

**TOWN OF EXETER  
MEMORANDUM**

TO: Board of Selectmen  
FROM: Russell Dean, Town Manager  
RE: Fire Ladder Truck Financing  
DATE: April 21<sup>st</sup>, 2014

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The Board of Selectmen awarded the bid for the Fire Ladder Truck in 2013 to KME in the amount of \$824,097. This amount included a \$30,000 dollar trade allowance for the 1994 Ladder Truck that is being replaced.

We are recommending the entire \$123,912 appropriation for FY14 be applied to lower the base amount to be financed on the truck. By applying the appropriation this way, it lowers the amount to be lease/purchased to \$700,995. The Finance Department shopped 4 different bidders and the recommended award is to Tax Exempt Leasing who submitted a rate of 2.52%.

By financing the ladder truck in this manner, we were able to shorten the original lease/purchase term of 10 years to 7 years, saving 3 years of interest payments. In addition, the Town will be paying the ladder truck off three years earlier than anticipated. Annual payments will be \$110,487.57 under this scenario, well under the approved appropriation for 2014 of \$123,912.

I would like to thank the Finance Department with their diligence in aggressively pursuing the most advantageous deal on this expensive equipment on behalf of the Town.

Fire Ladder Truck Lease/Purchase

Suggested Motion:

Move the Board of Selectmen approve the lease/purchase financing for the Fire Department Ladder Truck, through Tax Exempt Leasing Corp., for a period of seven years in the amount of \$700,995, plus interest at the rate of 2.52%, as presented.

Move the Board of Selectmen authorize the Town Manager to execute the lease/purchase documents to effectuate the lease/purchase.



203 E. PARK AVENUE, LIBERTYVILLE, ILLINOIS 60048



847-247-0771



847-247-0772



www.taxexemptleasing.com

April 1, 2014

**VIA E-MAIL: dravell@town.exeter.nh.us**

Doreen Ravell  
Finance Director  
Town of Exeter

Dear Doreen:

I am pleased to provide the following quote for Town of Exeter for the financing of a new KME 109' Aerial Fire Apparatus. This quote is valid for funding on or before April 30, 2014, and is subject to credit review and proper documentation.

Equipment Cost (Approximate):	\$854,907.00	
Less Trade-In:	(\$30,000.00)	
Less Down Payment:	(\$123,912.00)	
Financed Amount:	\$700,995.00	
Payment Frequency:	Annual, in arrears (first payment due one year from lease signing)	
Term:	7-years	10-years
Rate*:	2.52%	2.68%
Payment*:	\$110,487.57	\$80,841.59
Factor^:	.15762	.11532

*\* Rate and payment assumes that the Customer is a tax-exempt entity and the purchase of the equipment falls within the type of equipment allowed as tax-exempt under the I.R.S. Code. In the event this purchase is not exempt, the rate and payments will be adjusted accordingly. Further, it is assumed that the transaction will be "bank-qualified" and that the customer will not issue more than \$10 million in tax-exempt leases or bonds in the current calendar year.*

*^ Factor is based on quoted rates. If the equipment cost changes or a down payment is made, the new payment amount can be calculated by multiplying the new financed amount by the rate factor.*

Note: If the equipment will require a "build-out period", the financed amount will be placed into an escrow account at lease signing and funds disbursed as instructed by the customer.

I have attached an application that must be completed in order to proceed with the credit process. In addition, we will need copies of the Town's last 3-years of audited financial statements, along with a copy of its current interim financial statement and budget. Once these items are gathered, please fax all of the information to 866-2-FAX-APP (866-232-9277) or e-mail to markz@taxexemptleasing.com.

I appreciate this opportunity and look forward to proceeding. Please let me know if I can answer any questions. I can be reached at 866-EXEMPT-1 (866-393-6781).

Kind Regards,

Mark M. Zaslavsky  
President

**PAYMENT SCHEDULE**

The Funding Date with respect to the above referenced Equipment Group shall be April 21, 2014. Lessor shall retain any interest or income accruing between the Funding Date and the date on which interest begins to accrue in accordance with the Payment Schedule more fully set forth below. The annual Interest rate applicable to the Equipment Group shall be 2.52%. The first Rental Payment is due on April 21, 2015 and subsequent payments are due annually as set forth below.

<b><u>Payment Number</u></b>	<b><u>Payment Date</u></b>	<b><u>Payment Amount</u></b>	<b><u>Principal Component</u></b>	<b><u>Interest Interest</u></b>	<b><u>Prepayment Price*</u></b>
					700,995.00
1	4/21/15	110,487.57	92,822.49	17,665.08	620,335.96
2	4/21/16	110,487.57	95,161.62	15,325.95	523,271.11
3	4/21/17	110,487.57	97,559.69	12,927.88	423,760.22
4	4/21/18	110,487.57	100,018.20	10,469.37	321,741.67
5	4/21/19	110,487.57	102,538.66	7,948.91	217,152.24
6	4/21/20	110,487.57	105,122.63	5,364.94	109,927.15
7	4/21/21	110,487.57	107,771.71	2,715.86	0.00
	<b>Totals</b>	<b>773,412.99</b>	<b>700,995.00</b>	<b>72,417.99</b>	

**TOWN OF EXETER, NH,**  
 Lessee

By: \_\_\_\_\_  
 Name: Russell Dean  
 Title: Town Manager  
 Date: \_\_\_\_\_

\* After payment of Rental Payment due on such date.



**ACCEPTANCE CERTIFICATE**

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee identified below and, with respect to the above referenced Equipment Schedule and Lease, that:

1. The Equipment described below has been delivered and installed in accordance with Lessee's specifications, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date indicated below:

**One (1) New KME 109 Foot Aerial Quint**

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2. Attached are (a) evidence of insurance with respect to the Equipment in compliance with Article VII of the Agreement; (b) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment, and if such invoices have been paid by Lessee, evidence of payment thereof (evidence of official intent to reimburse such payment as required by the Code having been delivered separately by Lessee); and (c) financing statements executed by Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is subject to certificate of title laws.

3. Rental Payments shall be due and payable by Lessee on the dates and in the amounts indicated on the Payment Schedule attached to the Equipment Schedule. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Fiscal Year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current Fiscal Year. Lessee anticipates that sufficient funds shall be available to make all Rental Payments due in subsequent Fiscal Years.

4. Lessee hereby authorizes and directs Lessor to fund the Acquisition Cost of the Equipment by paying, or directing the payment by Escrow Agent (if applicable) of, the invoice prices to the Vendor(s), in each case as set forth above, or by reimbursing Lessee in the event such invoice prices have been previously paid by Lessee.

5. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof

X  6. **Final Acceptance Certificate.** This Acceptance Certificate constitutes final acceptance of all of the Equipment identified in the Equipment Schedule described above. Lessee certifies that upon payment in accordance with paragraph 4 above, or direction to Escrow Agent (if applicable) to make payment, Lessor shall have fully and satisfactorily performed all of its covenants and obligations under the Lease. [CHECK BOX IF APPLICABLE.]

**TOWN OF EXETER, NH,**  
Lessee

By: \_\_\_\_\_  
Name: Russell Dean  
Title: Town Manager  
Date: \_\_\_\_\_

**TAX-EXEMPT LEASING CORP.**

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**MASTER LEASE AGREEMENT**

**LEASE NUMBER 09456**

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This **MASTER LEASE AGREEMENT** (the "Agreement"), dated as of April 21, 2014 is made and entered into by and between **TAX-EXEMPT LEASING CORP.**, a Virginia corporation, as lessor ("Lessor"), and **TOWN OF EXETER, NH**, a political subdivision of the State of New Hampshire, as lessee ("Lessee").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I. DEFINITIONS AND EXHIBITS**

**Section 1.1. Definitions.** The following terms have the meanings specified below.

"Acceptance Certificate" means each Acceptance Certificate delivered by Lessee as part of an Equipment Schedule certifying as to the delivery, installation and acceptance of Equipment.

"Agreement" means this Master Lease Agreement and all Equipment Schedules hereto.

"Agreement Date" means the date first written above.

"Code" means the Internal Revenue Code of 1986, as amended, together with Treasury Regulations promulgated from time to time thereunder.

"Equipment" means all items of property described in Equipment Schedules and subject to this Agreement.

"Equipment Group" means each group of Equipment listed in a single Equipment Schedule.

"Equipment Schedule" means each sequentially numbered schedule executed by Lessor and Lessee with respect to Equipment Group.

"Escrow Account" means the equipment acquisition account established by Lessor and Lessee with Escrow Agent pursuant to the Escrow Agreement.

"Escrow Agent" means   N/A  , a   N/A   banking corporation, and any successor escrow agent under the Escrow Agreement .

"Escrow Agreement" means the Escrow Agreement, substantially in the form of Exhibit F hereto, to be executed by Lessor, Lessee and Escrow Agent upon the first funding of an Equipment Schedule using the procedure described in Section 2.4.

"Events of Default" means those events described in Section 12.1.

"Fiscal Year" means each 12-month fiscal period of Lessee.

"Funding Date" means, with respect to each Lease, the date Lessor makes payment to the Vendor(s) named in the related Equipment Schedule or reimburses Lessee for the purchase price of the related Equipment Group or, if the procedure described in Section 2.4 is utilized, the date Lessor deposits funds equal to such purchase price into the Escrow Account.

"Interest" means the portion of a Rental Payment designated as and comprising interest as provided in a Payment Schedule.

"Lease" means, with respect to each Equipment Group, this Agreement and the Equipment Schedule relating thereto, which together shall constitute a separate contract between Lessor and Lessee relating to such Equipment Group.

"Lease Date" means, with respect to each Lease, the date so designated in the related Equipment Schedule.

"Lease Term" means, with respect to each Equipment Group, the period during which the related Lease is in effect as specified in Section 3.1.

"Net Proceeds" means any insurance proceeds or condemnation awards paid with respect to any Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

"Non-Appropriation" means the failure of Lessee, Lessee's governing body, or, if applicable, the governmental entity from which Lessee obtains its operating and/or capital funds to appropriate money for any Fiscal Year sufficient for the continued performance by Lessee of all of Lessee's obligations under this Agreement, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Agreement with respect to any Equipment, and from using any moneys to pay any Rental Payments due under this Agreement for a designated Fiscal Year and all subsequent Fiscal Years.

"Payment Date" means each date upon which a Rental Payment is due and payable as provided in a Payment Schedule.

"Payment Schedule" means the schedule of Rental Payments attached to an Equipment Schedule.

"Principal" means the portion of any Rental Payment designated as and comprising principal as provided in a Payment Schedule.

"Prepayment Price" means the amount so designated and set forth opposite a Payment Date in a Payment Schedule indicating the amount for which Lessee may purchase the related Equipment Group as of such Payment Date after making the Rental Payment due on such Payment Date.

"Rental Payment" means each payment due from Lessee to Lessor on a Payment Date.

"Specifications" means the bid specifications and/or purchase order pursuant to which Lessee has ordered any Equipment from a Vendor.

"State" means the state or commonwealth in which Lessee is situated.

"Vendor" means each of the manufacturers or vendors from which Lessee has ordered or with which Lessee has contracted for the manufacture, delivery and/or installation of the Equipment.

### **Section 1.2. Exhibits.**

**Exhibit A:** Equipment Schedule including form of Acceptance Certificate and form of Payment Schedule.

**Exhibit B:** Form of Tax Agreement and Arbitrage Certificate (Non-Escrow).

**Exhibit C:** Form of Resolution of the Governing Body of Lessee relating to each Lease (Non-Escrow).

**Exhibit D:** Form of Incumbency Certificate as to each officer or representative of Lessee executing this Agreement or any Lease.

**Exhibit E:** Form of Opinion of Counsel to Lessee.

**Exhibit F:** Omitted Intentionally.

**Exhibit G-1:** Form of Confirmation of Outside Insurance.

**Exhibit G-2:** Form of Questionnaire for Self-Insurance and Addendum to Equipment Schedule Relating to Self-Insurance.

## **ARTICLE II. LEASE OF EQUIPMENT**

**Section 2.1. Acquisition of Equipment.** Prior to the addition of any Equipment Group, Lessee shall provide Lessor with a description of the equipment proposed to be subject to a Lease hereunder, including the cost and vendor of such equipment, the expected delivery date and the desired lease terms for such equipment, and such other information as Lessor may require. If Lessor, in its sole discretion, determines the proposed equipment may be subject to a Lease hereunder, Lessor shall furnish to Lessee a proposed Equipment Schedule relating to the Equipment Group for execution by Lessee and then Lessor. By execution hereof, Lessor has made no commitment to lease any equipment to Lessee. The decision whether Lessor enters into any Lease shall be solely within Lessor's discretion.

**Section 2.2. Disbursement.** Lessor shall have no obligation to make any disbursement to a Vendor or reimburse Lessee for any payment made to a Vendor for an Equipment Group (or, if the escrow procedure described in Section 2.4 hereof is utilized, consent to a disbursement by Escrow Agent) until five (5) business days after Lessor has received all of the following in form and substance satisfactory to Lessor: (a) a completed Equipment Schedule executed by Lessee; (b) a completed Acceptance Certificate in the form included with Exhibit A hereto executed by Lessee; (c) a certified copy of a resolution or evidence of other official action taken by or on behalf of Lessee to authorize the acquisition of the Equipment Group on the terms provided in such Equipment Schedule; (d) a Tax Agreement and Arbitrage Certificate in the form of Exhibit B attached hereto executed by an authorized official of Lessee; (e) evidence of insurance with respect to the Equipment Group in compliance with Article VII of this Agreement; (f) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment Group in form and substance satisfactory to Lessor, and/or if such invoices have been paid by Lessee, evidence of payment thereof and evidence of official intent to reimburse such payment as required by the Code; (g) financing statements naming Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is part of such Equipment Group and is subject to certificate of title laws; (h) a fully completed and executed Form 8038-G or 8038-GC, as applicable; (i) an opinion of counsel to Lessee substantially in the form of Exhibit E hereto, (j) evidence of payment and performance bonds required by the Equipment Schedule, if applicable, and (k) any other documents or items reasonably required by Lessor. In addition, any such disbursement by Lessor shall be subject to (a) no Event of Default having occurred and (b) no material adverse change in Lessee's business, assets, operations, financial condition or results of operations.

**Section 2.3. Lease; Possession and Use.** Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth herein. Lessee shall have quiet use and enjoyment of and peaceably have and hold each Equipment Group during the related Lease Term, except as expressly set forth in this Agreement.

**Section 2.4. Escrow Procedure.** If Lessor and Lessee agree that the cost of an Equipment Group is to be paid from an Escrow Account: (a) Lessor and Lessee shall execute an Escrow Agreement substantially in the form of Exhibit F; (b) Lessor and Lessee shall execute an Equipment Schedule relating to such Equipment Group; and (c) Lessor shall deposit an amount equal to the cost of the Equipment Group into the Escrow Account. All amounts deposited by Lessor into the Escrow Account shall constitute a loan from Lessor to Lessee which shall be repaid by the Rental Payments due under the related Lease.

### **ARTICLE III. TERM**

**Section 3.1. Term.** This Agreement shall be in effect from the Agreement Date until the earliest of (a) termination under Section 3.2 or (b) termination under Section 12.2. Each Lease with respect to an Equipment Group shall be in effect for a Lease Term commencing upon the Lease Date and ending as provided in Section 3.5.

**Section 3.2. Termination by Lessee.** In the sole event of Non-Appropriation, this Agreement and each Lease hereunder shall terminate, in whole, but not in part, as to all Equipment effective upon the last day of the Fiscal Year for which funds were appropriated, in the manner and subject to the terms specified in this Article. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of such termination not less than ninety (90) days prior to the end of the Fiscal Year for which appropriations were made, and shall notify Lessor of any anticipated termination. In the event of termination of this Agreement as provided in this Section, Lessee shall comply with the instructions received from Lessor in accordance with Section 12.3.

**Section 3.3. Effect of Termination.** Upon termination of this Agreement as provided in Section 3.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due in succeeding Fiscal Years, but if Lessee has not complied with the instructions received from Lessor in accordance with Section 12.3, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments that would thereafter have come due if this Agreement had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

**Section 3.4. Non-substitution.** If this Agreement is terminated by Lessee in accordance with Section 3.2, to the extent permitted by State law, Lessee agrees not to purchase, lease, rent, borrow, seek appropriations for, acquire or otherwise receive the benefits of any personal property to perform the same functions as, or functions taking the place of, those performed by any of the Equipment, and agrees not to permit such functions to be performed by its own employees or by any agency or entity affiliated with or hired by Lessee, for a period of one year following such termination; provided, however, these restrictions shall not be applicable in the event the Equipment shall be sold by Lessor and the amount received from such sale, less all costs of such sale, is sufficient to pay the then applicable Prepayment Prices relating thereto as set forth in the Equipment Schedules; or to the extent the application of these restrictions is unlawful and would affect the validity of this Agreement.

**Section 3.5. Termination of Lease Term.** The Lease Term with respect to any Lease will terminate upon the occurrence of the first of the following events: (a) the termination of this Agreement by Lessee in accordance with Section 3.2; (b) the payment of the Prepayment Price by Lessee pursuant to Article V; (c) an Event of Default by Lessee and Lessor's election to terminate such Lease pursuant to Article XII; or (d) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee pursuant to such Lease.

### **ARTICLE IV. RENTAL PAYMENTS**

**Section 4.1. Rental Payments.** Lessee agrees to pay the Rental Payments due as specified in the Payment Schedule in Exhibit A. A portion of each Rental Payment is paid as Interest as specified in the Payment Schedule of each Lease, and the first Rental Payment will include Interest accruing from the Funding Date. Lessor is authorized to insert the due date of the first Rental Payment in the Payment Schedule in Exhibit A. All Rental Payments shall be paid to Lessor, or to such assignee(s) Lessor has assigned as stipulated in Article XI, at such places as Lessor or such assignee(s) may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor.

**Section 4.2. Current Expense.** The obligations of Lessee, including its obligation to pay the Rental Payments due in any Fiscal Year of a Lease Term, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this Agreement and the Net Proceeds of the Equipment) to the payment of any Rental Payment or other amount coming due hereunder.

**Section 4.3. Unconditional Rental Payments.** Lessee's obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional. Lessee shall make these payments when due and shall not withhold any of these payments pending final resolution of any disputes. Lessee shall not assert any right of set-off or counterclaim against its obligation to make these payments.

Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment. Lessee shall be obligated to continue to make payments required of it by this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

**Section 4.4. Rental Payment Adjustment.** If, during the Lease Term for any Lease, the federal corporate income tax rate decreases (whether or not Lessor is actually taxed at the maximum marginal statutory rate) or the federal tax laws are changed to reduce or cap the benefit of the tax exemption for Interest on the Lease (whether or not Lessor is actually subject to such reduction or cap), the annual Interest rate on each Lease shall be adjusted as follows: (a) the Interest rate shall be divided by 0.65, (b) the resulting quotient shall be multiplied by the difference between 1.0 and the actual new maximum federal corporate income tax rate or the effective maximum federal corporate income tax rate after giving effect to any reduction or cap on the benefit of the tax exemption, as applicable, and (c) the resulting amount shall be the new Interest rate for such Lease. Such increase in the Interest rate shall take effect on the effective date of the change in federal tax laws, and shall be applicable to all Leases then in effect. For the fiscal year of Lessee in which the effective date of the change in federal tax law falls, the increased Interest accruing shall be due and payable on the first Rental Payment date in the fiscal year of Lessee following the fiscal year in which the effective date of the change in federal tax law falls. Appropriation of said increased Interest shall be subject to Section 3.2 and failure to appropriate such increased Interest shall result in a termination of the Lease under Section 3.3. Upon an increase in the Interest rate under this Section, Lessor shall provide to Lessee a revised Payment Schedule for each Lease reflecting the increased Interest rate.

#### **ARTICLE V. OPTION TO PREPAY**

**Section 5.1. Option to Prepay.** Lessee shall have the option to prepay its obligations under any Lease in whole but not in part on any Payment Date for the then applicable Prepayment Price (which shall include a prepayment fee) as set forth in the related Payment Schedule, provided there has been no Non-Appropriation or Event of Default.

**Section 5.2. Exercise of Option.** Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due under the related Lease (including the Rental Payment due on the Payment Date on which the option shall be effective and the applicable Prepayment Price set forth in the related Payment Schedule. In the event that all such amounts are not received by Lessor on such Payment Date, such notice by Lessee of exercise of its option to prepay shall be void and the related Lease shall continue in full force and effect.

**Section 5.3. Release of Lessor's Interest.** Upon receipt of the Prepayment Price in good funds with respect to any Equipment Group, the Lease with respect to such Equipment Group shall terminate and Lessee shall become entitled to such Equipment Group AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that such Equipment Group shall not be subject to any lien or encumbrance created by or arising through Lessor.

#### **ARTICLE VI. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**Section 6.1. Representations and Warranties of Lessee.** Lessee represents and warrants as of the Agreement Date and as of each Lease Date as follows:

- (a) Lessee is a state or political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement, each Lease and the transactions contemplated hereby and thereby, and to perform all of its obligations under this Agreement and each Lease.
- (b) The execution and delivery of this Agreement and each Lease have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement, each Lease and the acquisition and financing of the Equipment by Lessee.
- (c) This Agreement and each Lease have been duly executed and delivered by and constitutes the valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms.
- (d) The execution, delivery and performance of this Agreement and each Lease by Lessee shall not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.
- (e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any Lease or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or any Lease.
- (f) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any

Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(g) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during the current Fiscal Year, and such moneys will be applied in payment of all Rental Payments due and payable during such current Fiscal Year.

(h) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the applicable Lease Term. Lessee presently intends to continue each Lease hereunder for its entire Lease Term and to pay all Rental Payments relating thereto.

**Section 6.2. Covenants of Lessee.** Lessee agrees that so long as any Rental Payments or other amounts due under this Agreement remain unpaid:

(a) Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition would change or impair the originally intended functions, value or use of such Equipment.

(b) Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder.

(c) Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or other claim with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such claim.

(d) The person or entity in charge of preparing Lessee's budget will include in the budget request for each Fiscal Year the Rental Payments to become due during such Fiscal Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee acknowledges that this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease Terms.

(e) Lessee will only use the Equipment will be used by only for the purpose of performing Lessee's essential governmental functions.

(f) Lessee shall assure that its obligation to pay Rental Payments is not directly or indirectly secured by any interest in property, other than the Equipment, and that the Rental Payments will not be directly or indirectly secured by or derived from any payments of any type or any fund other than Lessee's general purpose fund.

(g) Lessee shall deliver to Lessor (i) annual audited financial statements within 180 days each Fiscal Year end; (ii) its annual budget for the succeeding Fiscal Year when approved but not later than 45 days prior to its current Fiscal Year end; and (iii) such other financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement and each Lease as may be reasonably requested by Lessor from time to time.

(h) Lessee shall promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

**Section 6.3. Tax Related Representations, Warranties and Covenants.**

(a) *General.* Lessee agrees that it will not take or fail to take any action that would cause the Interest portion of Rental Payments under any Lease to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) *Incorporation of Tax Agreement and Arbitrage Certificate.* As of each Lease Date and with respect to each Lease, Lessee makes each of the representations, warranties and covenants contained in the Tax Agreement and Arbitrage Certificate delivered with respect to such Lease. Each such Tax Agreement and Arbitrage Certificate is incorporated herein and made a part of this Agreement.

(c) *Event of Taxability.* If Lessor either (i) receives notice, in any form, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor, that Lessor may not exclude any Interest paid under any Lease from its Federal gross income (each an "Event of Taxability"), Lessee shall pay to Lessor upon demand (x) an amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the Interest due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of Rental Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Lease through the date of such event and (y) as additional Rental Payments to Lessor on each succeeding

Payment Date such amount as will maintain such after-tax yield to Lessor.

## **ARTICLE VII. INSURANCE AND RISK OF LOSS**

**Section 7.1. Liability and Property Insurance.** Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and its assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence unless specified differently in the related Equipment Schedule, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Prepayment Price.

**Section 7.2. Workers' Compensation Insurance.** If required by State law, Lessee shall carry workers' compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

### **Section 7.3. Insurance Requirements.**

(a) *Insurance Policies.* All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each insurance policy shall name Lessor and its assigns as an additional insured party and loss payee regardless of any breach of warranty or other act or omission of Lessee and shall include a lender's loss payable endorsement for the benefit of Lessor and its assigns. Prior to the delivery of Equipment, Lessee shall deposit with Lessor evidence satisfactory to Lessor of such insurance and, prior to the expiration thereof, shall provide Lessor evidence of all renewals or replacements thereof.

(b) *Self Insurance.* With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor in form acceptable to Lessor.

(c) *Evidence of Insurance.* Lessee shall deliver to Lessor upon acceptance of any Equipment evidence of insurance which complies with this Article VII with respect to such Equipment to the satisfaction of Lessor, including, without limitation, the confirmation of insurance in the form of Exhibit G-1 attached hereto together with Certificates of Insurance, when available, or the Questionnaire for Self-Insurance and Addendum to Equipment Schedule Relating to Self-Insurance in the form of Exhibit G-2 attached hereto, as applicable.

**Section 7.4. Risk of Loss.** To the extent permitted by applicable laws of the State, as between Lessor and Lessee, Lessee assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance, for loss or damage to any Equipment and for injury to or death of any person or damage to any property. Whether or not covered by insurance, Lessee hereby assumes responsibility for and agrees to indemnify Lessor from all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses, including reasonable attorneys' fees, imposed on, incurred by or asserted against Lessor that relate to or arise out of this Agreement, including but not limited to,

(a) the selection, manufacture, purchase, acceptance or rejection of Equipment or the ownership of the Equipment, (b) the delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment, (c) the condition of the Equipment sold or otherwise disposed of after possession by Lessee, (d) the conduct of Lessee, its officers, employees and agents, (e) a breach of Lessee of any of its covenants or obligations hereunder, (f) any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to investigation, removal, cleanup and remedial costs, and (g) any strict liability under the laws or judicial decisions of any state or the United States. This provision shall survive the termination of this Agreement.

**Section 7.5. Destruction of Equipment.** Lessee shall provide a complete written report to Lessor immediately upon any loss, theft, damage or destruction of any Equipment and of any accident involving any Equipment. Lessor may inspect the Equipment at any time and from time to time during regular business hours. If all or any part of the Equipment is stolen, lost, destroyed or damaged beyond repair ("Damaged Equipment"), Lessee shall within thirty (30) days after such event either: (a) replace the same at Lessee's sole expense with equipment having substantially similar Specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, and otherwise satisfactory to Lessor, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Prepayment Price of the Damaged Equipment determined as set forth in the related Equipment Schedule. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss occurrence, (a) Lessee fails to notify Lessor; (b) Lessee and Lessor fail to execute an amendment to the applicable Equipment Schedule to delete the Damaged Equipment and add the replacement equipment or (c) Lessee has failed to pay the applicable Prepayment Price, then Lessor may, at its sole discretion, declare the applicable Prepayment Price of the Damaged Equipment, to be immediately due and payable. The Net Proceeds of insurance with respect to the Damaged Equipment shall be made available by Lessor to be applied to discharge Lessee's obligation under this Section.

## **ARTICLE VIII. OTHER OBLIGATIONS OF LESSEE**

**Section 8.1. Maintenance of Equipment.** Lessee shall notify Lessor in writing prior to moving the Equipment to another address and shall otherwise keep the Equipment at the address specified in the related Equipment Schedule. Lessee shall, at its own expense, maintain the Equipment in proper working order and shall make all necessary repairs and replacements to keep the Equipment in such condition

including compliance with State and federal laws. Any and all replacement parts must be free of encumbrances and liens. All such replacement parts and accessories shall be deemed to be incorporated immediately into and to constitute an integral portion of the Equipment and as such, shall be subject to the terms of this Agreement.

**Section 8.2. Taxes.** Lessee shall pay all taxes and other charges which are assessed or levied against the Equipment, the Rental Payments or any part thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor, except as expressly limited by this Section. Lessee shall pay all utilities and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body that may be secured by a lien on the Equipment. Lessee shall not be required to pay any federal, state or local income, succession, transfer, franchise, profit, excess profit, capital stock, gross receipts, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

**Section 8.3. Advances.** If Lessee shall fail to perform any of its obligations under this Article, Lessor may take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

## **ARTICLE IX. TITLE**

**Section 9.1. Title.** During the Lease Term, ownership and legal title of all Equipment and all replacements, substitutions, repairs and modification shall be in Lessee and Lessee shall take all action necessary to vest such ownership and title in Lessee. Lessor does not own the Equipment and by this Agreement and each Lease is merely financing the acquisition of such equipment for Lessee. Lessor has not been in the chain of title of the Equipment, does not operate, control or have possession of the Equipment and has no control over Lessee or Lessee's operation, use, storage or maintenance of the Equipment.

**Section 9.2. Security Interest.** In order to secure Lessee's payment of all Rental Payments and the performance of all other obligations hereunder, Lessee hereby grants to Lessor a continuing, first priority security interest in and to (a) the Equipment, all repairs, replacements, substitutions and modifications thereto; (b) in all moneys and investments in the Escrow Account (if any); and (c) and all proceeds of the foregoing. Lessee hereby authorizes Lessor to prepare and file such financing statements and other such documents to establish and maintain Lessor's valid first lien and perfected security interest. Lessee will join with Lessor in executing such documents and will perform such acts as Lessor may request to establish and maintain Lessor's valid first lien and perfected security interest. Upon Lessor's request, Lessee shall obtain, at Lessee's expense, a waiver of any interest in the Equipment from any landlord, mortgagee or any other party holding an interest in the real property on which the Equipment is or will be located. Upon Lessor's request, Lessee shall conspicuously mark the Equipment, and maintain such markings during the Lease Term, to clearly disclose Lessor's security interest in the Equipment. Upon termination of a Lease through exercise of Lessee's option to prepay pursuant to Article V or through payment by Lessee of all Rental Payments and other amounts due with respect to an Equipment Group, Lessor's security interest in such Equipment Group shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the termination of Lessor's security interest in such Equipment Group.

**Section 9.3. Modification of Equipment.** Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended value, function or use of the Equipment.

**Section 9.4. Personal Property.** The Equipment is and shall at all times be and remain personal property and not fixtures.

## **ARTICLE X. WARRANTIES**

**Section 10.1. Selection of Equipment.** Each Vendor and all of the Equipment have been selected by Lessee. Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, the acceptance by any Vendor or its sales representative of any order submitted, or any delay or failure by such Vendor or its sales representative to manufacture, deliver or install any Equipment for use by Lessee.

**Section 10.2. Vendor's Warranties.** Lessor hereby assigns to Lessee for and during the related Lease Term, all of its interest, if any, in all Vendor's warranties, guarantees and patent indemnity protection, express or implied issued on or applicable to an Equipment Group, and Lessee may obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor has no obligation to enforce any Vendor's warranties or obligations on behalf of itself or Lessee.

**Section 10.3. Disclaimer of Warranties.** LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, AND MANUFACTURE SELECTED BY LESSEE. LESSEE ACKNOWLEDGES THAT IT SELECTED THE EQUIPMENT WITHOUT ASSISTANCE OF LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR IS NOT A MANUFACTURER OF THE EQUIPMENT OR A DEALER IN SIMILAR EQUIPMENT, AND DOES NOT INSPECT THE EQUIPMENT BEFORE DELIVERY TO LESSEE. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS



AGREEMENT OR THE EQUIPMENT OR LESSEE'S USE OF THE EQUIPMENT.

**ARTICLE XI. ASSIGNMENT AND SUBLEASING**

**Section 11.1. Assignment by Lessor.** Lessor, without Lessee's consent, may assign and reassign all of Lessor's right, title and/or interest in and to this Agreement or any Lease, including, but not limited to, the Rental Payments and other amounts payable by Lessee and Lessor's interest in the Equipment, in whole or in part to one or more assignees or subassignee(s) by Lessor at any time. No such assignment shall be effective as against Lessee unless and until written notice of the assignment is provided to Lessee. When presented with a notice of assignment, Lessee will acknowledge in writing receipt of such notice for the benefit of Lessor and any assignee. Lessee shall keep a complete and accurate record of all such assignments.

**Section 11.2. Assignment and Subleasing by Lessee.** Neither this Agreement nor any Lease or any Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

**ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES**

**Section 12.1. Events of Default Defined.** The occurrence of any of the following events shall constitute an Event of Default under this Agreement and each Lease:

- (a) Lessee's failure to pay any Rental Payment or other amount required to be paid to Lessor within ten (10) days following the due date thereof (other than by reason of Non-Appropriation).
- (b) Lessee's failure to maintain insurance as required by Article VII.
- (c) With the exception of the above clauses (a) & (b), Lessee's failure to perform or abide by any condition, agreement or covenant for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration.
- (d) Lessor's determination that any representation, warranty or statement made by Lessee in or pursuant to this Agreement or any Equipment Schedule was untrue in any material respect upon execution of this Agreement or any Equipment Schedule.
- (e) The occurrence of an Event of Taxability.
- (f) The filing of a petition in bankruptcy or receivership or similar proceeding by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental functions or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.
- [(g) Lessee's failure to pay any indebtedness when due or Lessee's failure to perform any other obligation thereunder which gives the holder of such indebtedness the right to accelerate the indebtedness, the principal amount of such indebtedness constitutes at least 10% of Lessee's aggregate current long- and short-term indebtedness.]

**Section 12.2. Remedies on Default.** Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies:

- (a) Lessor, with or without terminating this Agreement or any Lease, may declare all Rental Payments immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.
- (b) Lessor, with or without terminating this Agreement or any Lease, may repossess any or all of the Equipment by giving Lessee written notice to deliver such Equipment in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where such Equipment is kept and take possession of such Equipment and charge Lessee for costs incurred, including reasonable attorneys' fees. Lessee hereby expressly waives any damages resulting from such repossession. If the Equipment or any portion has been destroyed, Lessee shall pay the applicable Prepayment Price of the destroyed Equipment as set forth in the related Payment Schedule. Notwithstanding Lessor's repossession of the Equipment, Lessee shall continue to be responsible for the payment of Rental Payments and all other amounts payable hereunder during the current Fiscal Year.
- (c) If Lessor terminates this Agreement and/or any Lease and, in its discretion, takes possession and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all expenses incurred in completing the disposition; (iii) any sales or transfer taxes; (iv) the applicable Prepayment Prices of the Equipment Groups; and (v) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any disposition proceeds remaining after the requirements of Clauses (i), (ii), (iii), (iv) and (v) have been met shall be paid to Lessee.
- (d) Lessor may take any other remedy available, at law or in equity, with respect to such Event of Default, including those requiring Lessee to perform any of its obligations or to pay any moneys due and payable to Lessor and Lessee shall pay the reasonable attorneys' fees and expenses incurred by Lessor in enforcing any remedy hereunder.

**Section 12.3. Return of Equipment: Release of Lessee's Interest.** Upon termination of any Lease prior to the payment of all related Rental Payments or the applicable Prepayment Price (whether as result of Non-Appropriation or Event of Default), Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Article VIII; (b) if deinstallation, disassembly or crating is required, cause such Equipment to be deinstalled,

disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) return such Equipment to a location specified by Lessor, freight and insurance prepaid by Lessee. If Lessee refuses to return such Equipment in the manner designated, Lessor may repossess the Equipment without demand or notice and without court order or legal process and charge Lessee the costs of such repossession. Upon termination of this Agreement in accordance with Article III or Article XII hereof, at the election of Lessor and upon Lessor's written notice to Lessee, full and unencumbered legal title and ownership of the Equipment shall pass to Lessor. Lessee shall have no further interest therein. Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title and ownership to Lessor and termination of Lessee's interest in the Equipment.

**Section 12.4 Late Charge.** Lessor shall have the right to require late payment charge for each Rental or any other amount due hereunder which is not paid within 10 days of the date when due equal to the lesser of 5% of each late payment or the legal maximum. This Section is only applicable to the extent it does not affect the validity of this Agreement.

**Section 12.5 No Remedy Exclusive.** Each of the rights and remedies under this Agreement and each Lease is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement or any Lease. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement or any Lease, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

### **ARTICLE XIII. MISCELLANEOUS PROVISIONS**

**Section 13.1. Notices.** All written notices to be given under this Agreement shall be given by mail to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or, if given by other means, when delivered at the address specified in this Section 13.1.

**Section 13.2. Binding Effect.** This Agreement and each Lease hereunder shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rental Payments under any Lease.

**Section 13.3. Severability.** In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.4. Entire Agreement; Amendments.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

**Section 13.5. Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses hereof.

**Section 13.6. Further Assurances and Corrective Instruments.** Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement. Lessee hereby authorizes Lessor to file any financing statement or supplements thereto as may be reasonably required for correcting any inadequate description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement.

**Section 13.7. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 13.8. Usury.** It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Equipment Schedule, in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce Principal, and when no Principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the applicable Lease Term so that the interest is uniform through such term.

**Section 13.9. Lessee's Performance.** A failure or delay of Lessor to enforce any of the provisions of this Agreement or any Lease shall in no way be construed to be a waiver of such provision.

**Section 13.10. Waiver of Jury Trial.** Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

**Section 13.11. USA Patriot Act Compliance Notification.** Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the "Act"), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessor in accordance with the Act.

Lessee shall, promptly upon Lessor's request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

[SIGNATURE PAGES FOLLOW]

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**EXECUTION PAGE OF MASTER LEASE AGREEMENT**

**LEASE NUMBER 09456**

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**IN WITNESS WHEREOF**, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

**TOWN OF EXETER, NH,**  
Lessee

**TAX-EXEMPT LEASING CORP.,**  
Lessor

By: \_\_\_\_\_  
Name: Russell Dean  
Title: Town Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Mark M. Zaslavsky  
Title: President  
Date: \_\_\_\_\_

Address: 10 Front Street  
Exeter, NH 03842

Address: 203 E. Park Avenue  
Libertyville, IL 60048

Telephone: 603/773-6109  
Facsimile: 603/772-4709

Telephone: 847/247-0771  
Facsimile: 847/247-0772

**EQUIPMENT SCHEDULE NO. 01  
TO LEASE NO. 09456**

The following Equipment comprises an Equipment Group which is the subject of the Master Lease Agreement dated as April 21, 2014 (the "Agreement") between the undersigned Lessor and Lessee. The Agreement is incorporated herein in its entirety, and Lessee hereby reaffirms each of its representations, warranties and covenants contained in the Agreement. Lessee warrants that no Non-Appropriation and no Event of Default, or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, has occurred under the Agreement. An Acceptance Certificate and Payment Schedule are attached to this Equipment Schedule and by reference are made a part hereof. The terms capitalized in this Equipment Schedule but not defined herein shall have the meanings assigned to them in the Agreement.

**EQUIPMENT GROUP**

The cost of the Equipment Group to be funded by Lessee under this Lease is \$700,995.00 (the "Acquisition Cost"). The Equipment Group consists of the following Equipment which has been or shall be purchased from the Vendor(s) named below for the prices set forth below:

**One (1) New KME 109 Foot Aerial Quint**

The Equipment Group is essential to the governmental functions of Lessee. The Equipment Group is or will be located at the following address(es). Prior to relocation of the Equipment Group or any portion thereof during the Lease Term, Lessee will provide written notice to Lessor:

**10 FRONT STREET  
EXETER, NH 03842**

**TOWN OF EXETER, NH,**  
Lessee

**TAX-EXEMPT LEASING CORP.,**  
Lessor

By: \_\_\_\_\_  
Name: Russell Dean  
Title: Town Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Mark M. Zaslavsky  
Title: President  
Date: \_\_\_\_\_

Address: 10 Front Street  
Exeter, NH 03842

Address: 203 E. Park Avenue  
Libertyville, IL 60048

Telephone: 603/773-6109  
Facsimile: 603/772-4709  
E-mail address: \_\_\_\_\_

Telephone: 847/247-0771  
Facsimile: 847/247-0772

**TAX AGREEMENT AND ARBITRAGE CERTIFICATE**

This **TAX AGREEMENT AND ARBITRAGE CERTIFICATE** (this "Certificate") is executed and delivered by **TOWN OF EXETER, NH** ("Lessee") in favor of **TAX-EXEMPT LEASING CORP.**, and its successors and assigns ("Lessor") in connection with that certain Master Lease Agreement dated as of April 21, 2014 (the "Agreement") and the Equipment Schedule referenced above (the "Equipment Schedule"), each by and between Lessor and Lessee. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

**Section 1. In General.**

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Agreement and the Equipment Schedule (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply **\$700,995.00** (the "Principal Amount") toward the acquisition of the Equipment and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be disbursed by Lessor on or promptly after the date of issuance of the Financing Documents to acquire the Equipment.

1.4. Lessee will complete and timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5. Lessee has not issued, and reasonably anticipates that it and its subordinate entities, if any, will not issue, tax-exempt obligations (including the Lease) in the amount of more than \$10,000,000 during the current calendar year. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code and agrees that it and its subordinate entities, if any, will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

**Section 2. Non-Arbitrage Certifications.**

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents. As used in this certificate, the term "yield" means yield computed by the actuarial method using a 360-day year and semi-annual compounding, resulting in a discount rate which, when used in computing the present worth of all payments of principal and interest to be paid on an obligation, produces an amount equal to the issue price, fair market value, present value or purchase price thereof, as applicable, and is determined in all respects in accordance with Section 148 of the Code.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

**Section 3. Disbursement of Funds; Reimbursement to Lessee.**

3.1. It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the vendors or

manufacturers thereof, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

- (a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;
- (b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
- (c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and
- (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

#### **Section 4. Use and Investment of Funds; Temporary Period.**

4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield in excess of the yield on the Lease.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless: (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.

[(c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee; and (iv) the aggregate principal amount of all tax-exempt obligations (including the Lease) issued by Lessee and its subordinate entities, if any, during the current calendar year is not reasonably expected to exceed \$5,000,000. Accordingly, the rebate requirements of Section 148(f) of the Code are treated as being met, in lieu of the spending exceptions set forth in paragraph (b) above.]<sup>1</sup>

#### **Section 5. No Private Use; No Consumer Loan.**

5.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 6.1, "Private Business Use" means use of bond proceeds or bond financed-property

<sup>1</sup> Not applicable to all transactions; see amount limitation.

directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

5.2. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

**Section 6. No Federal Guarantee.**

6.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

6.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

**Section 7. Post-Issuance Compliance.**

7.1 In the event an action takes place (or is anticipated to take place) that will cause the Equipment not to be used for qualified uses under Section 141 of the Code, Lessee will consult with bond counsel as soon as practicable about taking remedial action as described in Treasury Regulation Section 1.141-12. Lessee will take all actions necessary to ensure that the "nonqualified bonds" (as defined in Treasury Regulation Section 1.141-12) are properly remediated in accordance with the requirements of the Treasury Regulations. Lessee is familiar with the Internal Revenue Service's Voluntary Compliance Agreement Program pursuant to which issuers of tax-exempt debt may voluntarily resolve violations of the Code and applicable Treasury Regulations on behalf of the holders of such debt or themselves through closing agreements with the Internal Revenue Service.

7.2. Lessee will actively monitor the requirements of the Code and the Treasury Regulations (a) set forth in this certificate and confirm that such requirements are met no less than once per year; (b) related to the allocation and accounting of proceeds to capital projects and will maintain a list that specifies the allocation of proceeds of the Lease to the costs of the Equipment; (b) related to arbitrage limitations, including yield restriction, rebate requirements and the investment of gross proceeds of the Lease. The offices within Lessee that are currently responsible for such monitoring are the administration and accounting departments.

**Section 8. Miscellaneous.**

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

IN WITNESS WHEREOF, this Tax Agreement and Arbitrage Certificate has been executed on behalf of Lessee as OF \_\_\_\_\_, 2014.

**TOWN OF EXETER, NH,**  
Lessee

By: \_\_\_\_\_  
Name: Russell Dean  
Title: Town Manager  
Date: \_\_\_\_\_



[Non-Escrow]

Lease Number: 09456  
Equipment Schedule: 01**RESOLUTION OF GOVERNING BODY**

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the following resolution was introduced and adopted:

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT, EQUIPMENT SCHEDULE NO. 01 AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.**

WHEREAS, the governing body of **TOWN OF EXETER, NH**, (“Lessee”) desires to obtain certain equipment (the “Equipment”) described in Equipment Schedule No. 01 to the Master Lease Agreement (collectively, the “Lease”), between **TAX-EXEMPT LEASING CORP.** (“Lessor”) and Lessee, the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, the funds made available under the Lease will be applied to the acquisition of the Equipment in accordance with such Lease; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Lease with **TAX-EXEMPT LEASING CORP.**, substantially in the form presented to this meeting.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:**

Section 1. It is hereby found and determined that the terms of the Lease in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Town Manager of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents with any changes, insertions and omissions therein as may be approved by the officers who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The Town Clerk of Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Section 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the “Code”), Lessee hereby specifically designates the Lease as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

Section 5. This resolution shall take effect immediately.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Lease executed on behalf of Lessee is the same as presented at such meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: \_\_\_\_\_, \_\_\_\_\_

**TOWN OF EXETER, NH,**

Lessee

By: \_\_\_\_\_

Name: Russell Dean

Title: Town Manager

Attested By: \_\_\_\_\_

Name: Andrea Kohler

Title: Town Clerk

**INCUMBENCY CERTIFICATE**

I do hereby certify that I am the duly elected or appointed and acting **Town Clerk** of **TOWN OF EXETER, NH**, a political subdivision duly organized and existing under the laws of the State of **New Hampshire** ("Lessee"), that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names.

I further certify that (i) the officers of Lessee listed below have the authority on behalf of Lessee to execute and deliver the Master Lease Agreement dated as of **April 21, 2014** between **TAX-EXEMPT LEASING CORP.**, and Lessee, all Equipment Schedules thereunder and all other documents, agreements and certificates contemplated by the foregoing; and (ii) the signatures set opposite the respective names and titles of such officers are their true and authentic signature.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>	<u>PHONE NUMBER</u>
Russell Dean	Town Manager	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**IN WITNESS WHEREOF**, I have duly executed this certificate as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

By: \_\_\_\_\_  
Name: Andrea Kohler  
Title: Town Clerk<sup>2</sup>

<sup>2</sup> Signatory cannot be an authorized signer of documents

## [LETTERHEAD OF LESSEE'S COUNSEL]

\_\_\_\_\_, 2014

TAX-EXEMPT LEASING CORP.  
203 E. Park Avenue  
Libertyville, IL 60048

Re: Master Lease Agreement dated as of April 21, 2014 (the "Agreement") by and between **TAX-EXEMPT LEASING CORP.** ("Lessor") and **TOWN OF EXETER, NH** ("Lessee")

Ladies and Gentlemen:

We have acted as counsel to Lessee with respect to the above-referenced Agreement and related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreement and Equipment Schedule No. 01 executed pursuant thereto (together with the Agreement, the "Financing Documents"). The terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Lease. Based upon the examination of these and such other documents as we have deemed relevant, it is our opinion that:

1. Lessee is a political subdivision of the State of New Hampshire (the "State") within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has the power under applicable law to enter into the Financing Documents, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Financing Documents have been duly authorized, executed and delivered by and on behalf of Lessee, and are legal, valid and binding obligations of Lessee enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

4. The authorization and execution of the Financing Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.

5. The execution of the Lease and the obligation to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee, the authority of Lessee or its officers or its employees to enter into the Financing Documents, the proper authorization and/or execution of the Financing Documents or the documents contemplated thereby, the obligation of Lessee to make Rental Payments under the Lease, or the ability of Lessee otherwise to perform its obligations under the Financing Documents and the transactions contemplated thereby. To the best of our knowledge, no such litigation, action, suit or proceeding is threatened.

7. The Equipment is personal property, and when used by Lessee will not be or become fixtures under the laws of the State.

8. Resolution No. \_\_\_\_\_ of the governing body of Lessee was duly and validly adopted by such governing body on \_\_\_\_\_, \_\_\_\_\_, and such resolution has not been amended, modified, supplemented or repealed and remains in full force and effect.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Very truly yours,

(type name and title under signature)

TO: David Mitham, Risk Management Supervisor  
Primex, 46 Donovan Street  
Concord, NH 03301-2624

Insert Insurance Agent Name & Address  
Phone Number and Fax Number

Gentlemen:

**TOWN OF EXETER, NH** has entered into a Master Lease Agreement dated as of April 21, 2014 with **TAX-EXEMPT LEASING CORP.** In accordance with the Agreement, Lessee certifies that it has instructed the insurance agent named above to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a **Certificate of Insurance and Long Form Loss Payable Clause naming TAX-EXEMPT LEASING CORP. and/or its assigns as Loss Payee.**

The Coverage required is **\$700,995.00.**

- b. Public Liability Insurance evidenced by a **Certificate of Insurance naming TAX-EXEMPT LEASING CORP. and/or its assigns as Additional Insured.**

The following minimum coverage is required:

Liability:	\$ 500,000.00 per person
Liability - Bodily Injury:	\$1,000,000.00 aggregate
Liability - Property Damage:	\$1,000,000.00 property damage liability

**PROPERTY: One (1) New KME 109 Foot Aerial Quint**

**LOCATION: 20 Center Street, Exeter, NH 03833**

Upon issuance of the coverage outlined above, please mail a certificate of insurance to **TAX-EXEMPT LEASING CORP, 300 East Joppa Road, 7<sup>th</sup> Floor, Towson, MD 21286.**

Your courtesy in issuing and forwarding the requested certificate at your earliest convenience will be appreciated.

Very truly yours,

**TOWN OF EXETER, NH,**

By: \_\_\_\_\_  
Name: Russell Dean  
Title: Town Manager  
Date: \_\_\_\_\_

**QUESTIONNAIRE FOR SELF-INSURANCE TO  
MASTER LEASE AGREEMENT**

In connection with the Master Lease Agreement (the "Agreement"), dated as of April 21, 2014, made and entered into by and between **TAX-EXEMPT LEASING CORP.**, as Lessor ("Lessor"), and the lessee identified below, as Lessee ("Lessee"), Lessee warrants and represents to Lessor the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

**1. Property Insurance.**

- a. Lessee is self-insured for damage or destruction to the Equipment.

YES NO (circle one)

If yes, the dollar amount limit for property damage to the Equipment under Lessee's self-insurance program is \$ \_\_\_\_\_.

- b. Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment as indicated above.

YES NO (circle one)

If yes, the umbrella policy provides coverage for all risk property damage.

YES NO (circle one)

If yes, the dollar limit for property damage to the Equipment under such umbrella policy is \$ \_\_\_\_\_.

**2. Liability Insurance.**

- a. Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment.

YES NO (circle one)

If yes, the dollar limit for such liability claims under Lessee's self-insurance program is \$ \_\_\_\_\_.

- b. Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability including injury or death of persons or damage to property as indicated above.

YES NO (circle one)

If yes, the umbrella policy provides coverage for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment.

YES NO (circle one)

If yes, the dollar amount of the umbrella policy's limits for such liability coverage is \$ \_\_\_\_\_.

**3A. Self Insurance Fund.**

- a. Lessee maintains a self-insurance fund.

YES NO (circle one)

If yes, please complete the following:

Monies in the self-insurance fund are subject to annual appropriation.

YES NO (circle one)

The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$ \_\_\_\_\_.

- b. Amounts paid from Lessee's self-insurance fund are subject to limitations for each claim.

YES NO (circle one)

If yes, the dollar amount of limit per claim is \$ \_\_\_\_\_.

3B. No Self Insurance Fund.

- a. If Lessee does not maintain a self-insurance fund, please complete the following:  
Lessee obtains funds to pay claims for which it has self-insured from the following sources:

- b. The limitations on the amounts payable for claims from the above sources are as follows:

4. Authority.

- a. The following entity or officer has authority to authorize payment for claim:
- b. In the event the entity or officer named in the prior response denies payment of a claim, does the claimant have recourse to another administrative officer, agency or the courts?  
YES NO (circle one)  
If yes, to whom does the claimant have recourse?

5. Certificates of Insurance.

Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

**IN WITNESS WHEREOF**, Lessee has caused this Questionnaire to be executed as a supplement to the representations of Lessee in the Agreement by its duly authorized officer.

**TOWN OF EXETER, NH,**  
Lessee

By: \_\_\_\_\_  
Name: Russell Dean  
Title: Town Manager  
Date: \_\_\_\_\_

Telephone: 603/773-6109  
Facsimile: 603/772-4709

Attachment

**TAX-EXEMPT LEASING CORP**

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**ADDENDUM TO EQUIPMENT SCHEDULE NO. 01  
TO MASTER LEASE AGREEMENT (LEASE NO. 09456)  
RELATING TO SELF-INSURANCE**

---

**THIS ADDENDUM** is made as of \_\_\_\_\_, between **TAX-EXEMPT LEASING CORP.** ("Lessor") and **TOWN OF EXETER, NH** ("Lessee").

**Recitals**

- A. Lessor and Lessee have entered into a Master Lease Agreement dated as of April 21, 2014 (the "Agreement").
- B. Lessee desires to lease equipment described in Equipment Schedule No. 01 to the Agreement (the "Equipment") and Lessee has requested that Lessor lease such Equipment to Lessee.
- C. With respect to Equipment Schedule No. 01, Lessee has requested that Lessor permit it to provide self-insurance for liability claims and property damage.
- D. Lessor is willing to grant Lessee's request subject to the following terms and conditions.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements contained herein and in the Agreement, it is hereby agreed as follows:

- 1. The terms capitalized in this Addendum but not defined herein shall have the meanings assigned to them in the Agreement.
- 2. Lessee hereby represents and warrants that all representations and warranties contained in the Agreement are true and correct as of the date hereof and that neither a Non-Appropriation nor any Event of Default or event which, with the passage of time or giving of notice or both, would constitute an Event of Default has occurred under the Agreement.
- 3. All other terms and conditions of the Agreement not specifically amended by this Addendum shall remain in full force and effect and are hereby ratified and confirmed by Lessee.
- 4. Lessee represents and warrants that all representations and warranties contained in the Questionnaire for Self- Insurance to Master Lease Agreement (the "Questionnaire") are true and correct as of the date hereof.
- 5. Lessor acknowledges receipt of the Questionnaire and, in reliance upon the information provided therein, agrees that Lessee may satisfy the requirements of Sections 7.1 through 7.3 of the Agreement with respect to Equipment Schedule No. 01 through self-insurance.
- 6. By written notice to Lessee, Lessor may revoke its agreement relative to Equipment Schedule No. 01 to accept self-insurance in lieu of the insurance required by Section 7.1 through 7.3 of the Agreement at any time during the related Lease Term when Lessor deems itself insecure with respect to such self-insurance. Within thirty (30) days of receipt of notice from Lessor, Lessee agrees to obtain insurance in compliance with Section 7.1, 7.2 and 7.3 of the Agreement and provide evidence thereof to Lessor.

**IN WITNESS WHEREOF**, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

**TOWN OF EXETER, NH,**  
Lessee

**TAX-EXEMPT LEASING CORP.,**  
Lessor

By: \_\_\_\_\_  
Name: Russell Dean  
Title: Town Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Mark M. Zaslavsky  
Title: President  
Date: \_\_\_\_\_



**[PAGE TO BE REPLACED BY UCC FINANCING STATEMENT]**

**SCHEDULE A TO FINANCING STATEMENT OF  
TOWN OF EXETER, NH, AS DEBTOR, AND  
TAX-EXEMPT LEASING CORP., AS SECURED PARTY or ASSIGNOR, AND  
TAX-EXEMPT LEASING CORP., AS ASSIGNEE or SECURED PARTY**

Continuation of Collateral Description

The financing statement to which this Schedule A is attached covers the types of property described on the face of such financing statement and all of the Debtor's right, title and interest in and to (collectively, the "Collateral"):

**One (1) KME 109 Foot Aerial Quint**

(a) the equipment described in Equipment Schedule No. 01 dated as of \_\_\_\_\_ (the "Equipment Schedule") to the Master Lease Agreement dated as of April 21, 2014 (the "Agreement," and together with the Equipment Schedule, the "Lease") between Debtor, as lessee, Secured Party, as assignee, and **TAX-EXEMPT LEASING CORP.**, as lessor, as such Lease may be amended, modified or supplemented from time to time together with all of Debtor's right, title and interest in among Debtor and Secured Party;

(b) to the extent not included in the foregoing, all books, ledgers and records and all computer programs, tapes, discs, punch cards, data processing software, transaction files, master files and related property and rights (including computer and peripheral equipment) necessary or helpful in enforcing, identifying or establishing any item of Collateral; and

(c) to the extent not included in the foregoing, all repairs, replacements, substitutions and modifications and all proceeds and products of any or all of the foregoing, whether existing on the date hereof or arising hereafter.

# TAX-EXEMPT LEASING CORP.

## DISBURSEMENT AUTHORIZATION

April 21, 2014

Tax-Exempt Leasing Corp.  
203 E. Park Avenue  
Libertyville, IL 60048

Gentlemen:

In connection with the certain Equipment Schedule No. 01 between **TAX-EXEMPT LEASING CORP.** ("Lessor") and TOWN OF EXETER, NH ("Lessee"), pursuant to that certain Master Lease Agreement No. 09456 dated as of April 21, 2014, between Lessor and Lessee (the "Lease"), Lessee hereby authorizes and directs Lessor to deposit for the equipment, covered under the above referenced Schedule, as follows:

**Destination Information:**

Bank Name: \_\_\_\_\_  
Bank ABA Number: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Dollar Value: \$700,995.00  
Reference: \_\_\_\_\_

**Destination Information:**

VIA CHECK:

Payable To: \_\_\_\_\_  
\_\_\_\_\_  
Dollar Value: \$700,995.00  
Reference: \_\_\_\_\_

**TOTAL DISBURSEMENTS: \$700,995.00**

Lessee warrants that payment to the persons of the amounts described above constitutes full and final payment to all persons necessary so that the Equipment is fully paid for and shall be owned by Lessee free of all liens and encumbrances.

**TOWN OF EXETER, NH**

Lessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT**

Dated: \_\_\_\_\_

Tax Exempt Leasing Corp., ("Assignor") hereby gives notice that it has assigned and sold to SunTrust Equipment Finance & Leasing Corp. ("Assignee") all of Assignor's right, title and interest in and to the rental payments and other amounts due under the Master Lease Agreement (the "Lease") by and between Assignor and Town of Exeter, NH, ("Lessee"). All rental payments and other amounts coming due pursuant to the Lease on and after the date hereof are payable to and should be remitted to Assignee at the following address:

SunTrust Equipment Finance & Leasing Corp.  
P.O. Box 79194  
Baltimore, Maryland 21279-0194

Lessee hereby acknowledges the effect of the Assignment and absolutely and unconditionally agrees to deliver to Assignee all rental payments, as set forth below, and all other amounts coming due under the Lease in accordance with the terms thereof, on or after the date of this Notice and Acknowledgment of Assignment:

Lessee agrees that (i) Assignee shall have all the rights of lessor under the Lease and all related documents, including, but not limited to, the right to issue or receive all notices and reports, to give all consents, to receive title to the equipment, to declare a default and to exercise all remedies thereunder, and (ii) Lessee shall pay Assignee all installment payments and other amounts due under the Lease as and when due, without deduction or offset, notwithstanding any claim Lessee may have against the original lessor, Assignor, Assignee or relative to the equipment, or any other claim of Lessee arising prior to the assignment and sale of the Lease to Assignee, (iii) Assignor or its Assignee shall retain any interest accruing between the Funding Date and the closing date, and (iv) Lessee has an unconditional obligation to make payments to Assignee and its assigns under the Lease and the Lease may be terminated by Lessee prior to all payments having been made only pursuant to nonappropriation.

Along with all other U.S. Financial institutions, Assignee began complying with Section 326 of the USA Patriot Act effective October 1, 2003. Designed to assist the government in preventing the funding of terrorist and money laundering activities, this section of the USA Patriot Act requires Assignee to know the business entities that are new to SUNTRUST EQUIPMENT FINANCE & LEASING CORP.. To accomplish this Assignee will obtain, verify and record information that identifies business and/or municipal entities that open new accounts with us. What this means to you: when you open your account with or borrow from us, Assignee will ask you for full legal name, physical address, taxpayer identification number and other information that will allow us to verify your entity's identity. The information requested may include documents, such as statutes, resolutions, certificates and/or your charter or other operative/formative documents which will verify the identifying information you are giving us.

Assignor and Lessee agree and acknowledge that this Notice and Acknowledgment of Assignment is made for and inures to the benefit of Assignee and its assigns. The Lease remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

Any inquiries of Lessee related to the Lease and any requests for escrow disbursements, if applicable, should be directed as follows:

SunTrust Equipment Finance & Leasing Corp.  
300 East Joppa Road, 7<sup>th</sup> Floor  
Towson, MD 21286

**TOWN OF EXETER, NH,**  
Lessee

**TAX-EXEMPT LEASING CORP.,**  
Lessor

By: \_\_\_\_\_  
Name: Russell Dean  
Title: Town Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Mark M. Zaslavsky  
Title: President  
Date: \_\_\_\_\_

<b>Committee</b>	<b>First Name</b>	<b>Last Name</b>	<b>Position</b>	<b>Ending Term</b>	<b>Committee Term</b>	<b>Response</b>
Conservation Committee	Margaret	Matick	Voting	4/30/2014	3 years	Yes
	Carlos	Guindon	Voting	4/30/2014	3 years	
	Russell	Kaphan	Voting	4/30/2014	3 years	
	Cynthia	Field	Alternate	4/30/2014	3 years	Yes
Council on Aging	Phyllis	Roach	Voting	4/30/2014	3 years	
Exeter Arts Committee	Karen	Desrosiers	Voting	4/30/2014	3 years	Yes
	Kathy	Lewis Thompson	Voting	4/30/2014	3 years	Yes
	Lauren	Chuslo-Shur	Voting	4/30/2014	3 years	Yes
Exeter Economic Development Commission	Madeleine	Hamel	Voting	4/30/2014	3 years	
	Jason	Proulx	Voting	4/30/2014	3 years	Yes
	David	Hampson	Voting	4/30/2014	3 years	Yes
Exeter River Study Committee	Rod	Bourdon	Voting	4/30/2014	3 years	Yes
	Lionel	Ingram	Voting	4/30/2014	3 years	Yes
Heritage Commission	Mary	Dupre	Voting	4/30/2014	3 years	
Historic District Commission	Len	Benjamin	Voting	4/30/2014	3 years	Yes
	Patrick	Gordon	Alternate	4/30/2014	3 years	Yes
Planning Board	Ian Jonathan	Raum	Voting	4/30/2014	3 years	
	Kathy	Corson	Alternate	4/30/2014	3 years	Yes
Rockingham Planning Commission	Katherine	Woolhouse	BOS Appt	4/30/2014	3 years	Yes
Technology Committee	Rod	Danielson	Voting	4/30/2014	3 years	
Zoning Board of Adjustment	Rick	Thielbar	Voting	4/30/2014	3 years	Yes
	Martha	Pennell	Voting	4/30/2014	3 years	Yes/alternate
	Marc	Carbonneau	Alternate	4/30/2014	3 years	unsure
	Stephen	Cole	Alternate	4/30/2014	3 years	No
Water Sewer Advisory Committee	Boyd	Allen		4/30/2014	3 years	No
	Gene	Lambert		4/30/2014	3 years	Yes

**2014 Committee Re-Appointments**

<b>Committee</b>	<b>First Name</b>	<b>Last Name</b>	<b>Position</b>	<b>Committee Term</b>
<b>Conservation Committee</b>	Margaret	Matick	Voting	3 years
	Carlos	Guindon	Voting	3 years
	Cynthia	Field	Alternate	3 years
<b>Exeter Arts Committee</b>	Karen	Desrosiers	Voting	3 years
	Kathy	Lewis Thompson	Voting	3 years
	Lauren	Chuslo-Shur	Voting	3 years
<b>Exeter Economic Development Commission</b>	Jason	Proulx	Voting	3 years
	David	Hampson	Voting	3 years
<b>Exeter River Study Committee</b>	Rod	Bourdon	Voting	3 years
	Lionel	Ingram	Voting	3 years
<b>Historic District Commission</b>	Len	Benjamin	Voting	3 years
	Patrick	Gordon	Alternate	3 years
<b>Planning Board</b>	Kathy	Corson	Alternate	3 years
<b>Rockingham Planning Commission</b>	Katherine	Woolhouse	BOS Appt	3 years
<b>Zoning Board of Adjustment</b>	Rick	Thielbar	Voting	3 years
	Martha	Pennell	Alternate	3 years
<b>Water Sewer Advisory Committee</b>	Gene	Lambert		3 years

**7. Regular Business**

**a. Bid Openings/Surplus Declarations**

Chairwoman Gilman gave the following bids for a mower for the Parks and Rec dept:

1. MTE, The Equipment Solutions \$10,709.15 plus \$2,379 (bag catcher)
- ② Perkins Lawnmower \$7,995 ~~plus \$2,995 (bag catcher)~~
3. Hayden Equipment  
\$10,187.15 (mower 1)  
\$10,441.85 (mower 2)  
\$9,847.55 (mower 3)  
\$9,264.15 (mower 4)  
\$9,944.15 (mower 5)  
\$2,503.70 (bag catcher 1)  
\$2,464.15 (bag catcher 2)  
\$500 trade-in allowance
4. James R. Rosencrantz & Sons  
\$9,946.81 (mower 1)  
\$9,716.28 (mower 2)  
\$1,984.97 (bagger)  
\$1,500 trade-in allowances
5. James R. Rosencrantz & Sons \$9,823.58 plus \$2,909.88 (bagger)

A Motion was made by Vice Chair Chartrand and seconded by Selectwoman Belanger to refer these bids to the appropriate department to evaluate and make a recommendation. Motion carried – all in favor.

**b. Tax, Water/Sewer Abatements & Exemptions**

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve the disability exemption for map 32, lot 12, unit 7 in the amount of \$125,000. Motion carried- all in favor.

A Motion was made by Selectwoman Surman and seconded by Selectman Clement to approve three veteran’s credits all in the amount of \$500 for the following map/lot/units: 19/16/12, 104/26, and 95/49. Motion carried – all in favor.

## List for Selectmen's meeting April 21, 2014

### Abatements

<b>Map/Lot</b>	<b>Location</b>	<b>Refund</b>
110/2/13A	13A Exeter Elms CG	61.16
110/2/82	82 Exeter Elms CG	334.23
110/2/74	74 Exeter Elms CG	43.73
110/2/31	31 Exeter Elms CG	54.25
110/2/100	100 Exeter Elms CG	145.51
115/11	165 Kingston Road	3,157.44
111/5/1B	1B Green Gate CG	425.85
65/166	23 Prospect Street	2,530.12
85/21	6 Pumpkin Circle	525.81
63/102/48	4 Brookside Drive Unit 12	1,085.45

### Veteran's Credit

<b>Map/Lot</b>	<b>Location</b>	<b>Credit Amount</b>
86/66/1	24 Little Pine Ln	500.00
61/4	58 Brentwood Road	500.00

### Elderly Exemption

<b>Map/Lot</b>	<b>Location</b>	<b>Exemption Amount</b>
104/79/102	102 Exeter River Landing	152,251
63/120	11 Hale Street	236,251
63/102/33	3 Brookside Dr U9	152,251
104/79/313	313 Exeter River Landing	183,751
85/89/14	31 Prentiss Way	183,751
95/64/335	80 Hilton Ave	152,251
73/130	187 Front St	109,525
64/105/35	35 Hayes MH Pk	152,251
95/64/376	11 Juniper Street	152,251

### Disability Exemption

<b>Map/Lot</b>	<b>Location</b>	<b>Exemption Amount</b>
95/64/55	9 Wayland Circle	125,000
95/64/291	59 Hilton Ave	125,000
95/64/144	20 Morton Street	125,000
103/13/49	49 Deep Meadow Park	Denial





# Application for Use of Town Facility

Forms can be mailed: Town of Exeter, 10 Front Street, Exeter, NH 03833  
Faxed #: 603-772-4709 or emailed: [townmgr@town.exeter.nh.us](mailto:townmgr@town.exeter.nh.us)

Facility Requested: Town Hall (Main Floor)  Town Hall Stage  Bandstand

Signboard Requested: Poster Board  Week: \_\_\_\_\_ Plywood Board  Week: \_\_\_\_\_

### Representative Information:

Name: MIKE FAUREAU Address: 32 COURT ST.

Town/State/Zip: Exeter Phone: \_\_\_\_\_

Email: mfaureau@exeternh.gov Date of Application: 4/11/14

### Organization Information:

Name: Exeter Parks & Rec Address: (same as above)

Town/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

### Reservation Information:

Type of Event/Meeting: "Tour" with group Date: 6/6/14

Times of Event: 6-11 PM Times needed for set-up/clean-up: 30 minutes @ end

# of tables: 0 # of chairs: 0

List materials being used for this event: \_\_\_\_\_

Will food/beverages be served? NO Description: \_\_\_\_\_

### Requirements:

**Cleaning Deposit:** A cleaning deposit of \$100 is required of any user serving food or beverages. If the town determines after use that the building was acceptably cleaned, the deposit fee will be returned to the user. No food is allowed in Main Hall of the Town Hall. If food is to be served and/or prepared in foyer of Town Hall, the electrical outlet cannot exceed 20 amps. For more information call Kevin Smart, Maintenance Superintendent at 773-6162 prior to use.

**Liability Insurance Required:** The Town requires liability insurance to be submitted with this completed application. Required insurance amounts: General Liability/Bodily Injury/Property Damage: \$300,000/\$1,000,000. The Town of Exeter must be listed as additional insured.

**Rental Fee:** For Town Hall use there is a fee of \$75.00 per day, a payment of \$250 may be required for use of main floor and stage for more than a single day. You may request a waiver of the rental fee in writing.

**Keys:** Access to a town building after normal business hours requires a key sign out. Forms and keys can be obtained from the Town Manager's office at the Town Office during normal business hours (there is no other option for obtaining a key). A key can be collected up to 24 hours before your event (with the exception of Sunday events).

Signing below acknowledges receipt of and agreement to all rules, regulations and requirements pertaining to the use of a town facility. Permit approvals are contingent upon proper insurance and fees paid to the Town of Exeter.

Applicant signature: [Signature] Date: 4/11/14

Authorized by the Board of Selectmen/Designee: \_\_\_\_\_ Date: \_\_\_\_\_

### Office Use Only:

Liability Insurance: On file  In-process  Will receive by \_\_\_\_\_

Fee: Paid  Will pay by \_\_\_\_\_ Non-profit fee waiver requested

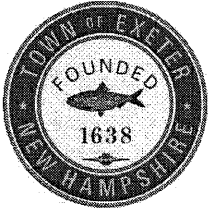
## Town Manager Updates

Submitted by: Russell Dean, Town Manager

Week Ending: April 18<sup>th</sup>, 2014

- Sportsmen's Club noise testing originally scheduled for April 8<sup>th</sup> was postponed due to rainy weather. The tree person for the ESC will not be available until May 12<sup>th</sup>, so the noise testing has been moved until there is better weather. It can still be accomplished prior to the start of construction.
- Work is underway on the pricing of the "pipe" that would be needed for Exeter, Stratham, Greenland to tie into Portsmouth's sewer system at Pease. This is the first step in determining cost effectiveness of this option.
- Jim Fellows has resigned from working on channel 98 programming for personal reasons. Therefore work at 13, 22 and 98 will remain status quo for now.
- Portsmouth Avenue Sewer Line construction work continues and the one way detour was reinstated this week to allow work to be done in a proper fashion.
- On April 7<sup>th</sup>, I attended a kickoff meeting in Concord of the Committee on Government Affairs General Government group. This group makes recommendations to the full NHMA on policy priorities for the coming year.
- On April 8<sup>th</sup> I attended a meeting of the Economic Development Commission.
- On April 9<sup>th</sup> I attended the Seacoast Small Business Expo at the SST. The Economic Development Commission also had a visible presence at this event.
- Held a meeting with Laurel Bistany of the REDC on April 10<sup>th</sup> to get input on the Economic Development Director position.
- Attended an Exeter High School Alumni Association Meeting on April 10<sup>th</sup>.
- Met with Building Inspector and Town Planner on April 11<sup>th</sup> to review and finalize the 79-E application based on the Board's input at the April 7<sup>th</sup> meeting.
- Held regular weekly meeting with Human Resources and Public Works Director.
- Completed Administrative Assistant to Town Manager evaluation.
- Signed a grant application for the Conservation Commission for the Raynes Roof project (\$10,000 request).
- Assisted Finance with Bond Bank application for Great Dam and Water/Sewer line projects due April 18<sup>th</sup>.
- Facilitated removal of Christmas Lights still hanging at Gilman Garrison house with Unutil.
- Discussion of options with Parks/Recreation Director re: 2 Hampton Road and Recreation possibilities for parcel.
- Completed review of mower bids with Parks/Recreation Department.
- Coordinated an issue on a Thelma Drive storm drain.
- Participated in Budget Recommendations Committee kickoff meeting with charter workgroup on April 16<sup>th</sup>.
- Reviewed paving proposal with DPW Director for 2014.
- Coordinated committee listings with Town Manager's assistant.

- Coordinated public hearing for Elliott Property Purchase with Natural Resources Planner.
- Coordinated distribution of FEMA maps, ensuring online presence for maps.



# EXETER PUBLIC WORKS DEPARTMENT

13 NEWFIELDS ROAD • EXETER, NH • 03833-4540 • (603) 773-6157 • FAX (603) 772-1355

[www.exeternh.gov](http://www.exeternh.gov)

## MONTHLY REPORT MARCH 2014

### Administration

- Organized first DPW Supervisor/Foreman Training event “Documentation” for April 24
- EPA AOC Nitrogen Tracking – reviewed requirements Plan & Build, conf call w/EPA & DES
- Setup meeting with Stratham TA, Exeter TM & Unitil re: gas line relocation & river crossing

### Personnel

- Recruiting for open positions: PT W/S Billing Clerk and FT Custodian

### Training & Certifications

- All Dept. Managers plus most staff received FEMA “Active Shooter” training & certification
- Director Perry attended NHPWA Technical Meeting (topics: asset management, extreme weather)
- Highway Superintendent Perkins renewed NHDES solid waste level 3 license

### Highways & Streets

- Salt and sand roads and sidewalks, removed one sander
- Prepped street sweeper for spring and started spring cleanup of roads
- Monitored and made adjustments to Great Dam to control flooding
- Patched potholes; used 12 tons asphalt and 8 tons of cold patch
- Continued mining gravel/sand at Chet’s Pit for future use by DPW
- Repaired guard rail on Linden St damaged by car crash

### Water/Sewer

- Water main flushing began at night during the week of 3/31/14 (5 weeks remain)
- CSO discharges reported: 3/30/14 Spring St - 1,660,000 gals & Water St 190,000 gals = 1.87” rain  
3/31/14 Spring St - 1,932,770 gals and Water St - 76,410 gals = 1.05” rain & snow melt
- New vacuum/jetting truck arrived from C.N. Wood; the old unit to be sold.
- Court/Crawford/Gilman water main project awarded to D&C Construction at \$822,259
- GWTP project awarded to Apex Construction at \$3,873,000

### Engineering

- Held preconstruction meeting for spring phase utility work on Portsmouth Ave - to begin April 7<sup>th</sup>
- Reviewed alt 3<sup>rd</sup> party pavement inspection (van w/cameras & measuring devices) too expensive
- Great Dam – public meeting held to discuss final issues on dam alternatives prior to town vote
- Notified the grant agency of the town’s vote to remove the dam
- Received & reviewed consultant proposals for NHDES Asset Management grant for water assets.

### Maintenance

- Attended Train Station Welcome Center milestone meeting at NHDOT
- Completed fire sprinkler annual testing at Town Hall and Parks & Rec buildings
- Requested 3 price quotes for Town Hall back hall staircase removal
- Demo & construction of Fire Dept apparatus bay door, increase height for new ladder truck
- Commenced State Safety Inspections for all Town registered vehicles



# Exeter Fire Department

March 2014



## Monthly Report

### **Administration;**

The month of March is always a busy month for the department. On the 3<sup>rd</sup> we started the Stop Drop and Read program for the Main St School. This program was developed to encourage the second grade students to get involved and read as many book as possible to win a ride to school in the fire truck, Stop Drop and Read will run the entire month of March.

A meeting was held in Portsmouth at station 2 to discuss the increase of hazardous materials over the rail in southern NH. Our main focus was the lighter oils and increase in propane

The Homeland Grants Committee met to review applications thru out the state. Exeter's radio grant was not funded again.

Staff Officers attended the Exeter Police Departments " Active Shooter Tabletop Drill" a number of lessons were learned and the drill went very well.

### **Meetings;**

Department of Safety, grants awards

Staff Officers meeting first Wednesday

START board of directors Portsmouth. (Haz- Mat team meeting)

Seacoast Chiefs Mutual Aid District was held at the Seabrook Station

Seacoast Chiefs Incident Management Team Drill

### **Statistics; Attached**

#### **Break down of mutual aid attached;**

### **Fire Prevention;**

The Fire Inspector also conducted 50 inspections with 33 pre fire planning inspections.

Prevention worked with the staff and management at Hannaford's to open the store on time. A meeting was held with the staff fire Investigators. This meeting was held to review policies and procedures.

### **Suppression;**

All apparatus is in service at this time *4 engines, 1 ladder, 2 ambulances.*

The final factory inspection was conducted at KME in PA. The ladder is now complete and will be delivered to Exeter before the 4/30.

A christening ceremony will be held date to be determined. Attached is a lettered picture of our new ladder.



A building fire was reported at 188 front street causing minimal damage to the property.

A broken water pipe caused severe damage to 7 Gill Street on 3/21/2014 the first company's on scene reported over 4 feet of water in the basement. The total amount of water was estimated at over 28 thousand gallons. The building inspector assisted.

### **EMS;**

The ambulances responded to 153 emergencies in March down 8 from last year.

### **Emergency Management;**

The department has requested a budget of \$ 40,000 from Seabrook Station as this year's request. It appears that Seabrook is looking to change the process to a standard amount like they do in Massachusetts. A meeting is scheduled with Director Plummer later next month.

### **Health Department;**

The Health Department work closely with the Fire Prevention Officer and the management at Hannaford's to insure the store would be able to open on March 8th

26 Inspections this month

**Meetings;**

Most meetings for the health officer where canceled due to winter storms.

However, she did attend the N.H. Health Officer's Association Board Meeting/Yankee Conference at the LGC in Concord.

**EXETER FIRE DEPARTMENT  
MONTHLY CONSOLIDATED REPORT**

**PERIOD ENDING:**

MO: March 2014

PART 1	FIRE				OTHER	THIS	THIS	LAST
		THIS	THIS	LAST		MO.	YTD	YTD
1. Appliance		0	2	5	1. Bomb Scare	0	0	0
2. Brush		2	3	0	2. Smoke in Area	0	1	0
3. Chimney		0	1	1	3. Smoke in Building	1	3	4
4. Structure		2	5	3	4. Water Emergency	1	3	6
5. Trash		0	0	1	5. Smoke/Odor Removal	0	0	0
6. Vehicle		2	5	2	6. Assist Police	0	2	3
7. Outside		0	0	0	7. Lock Out	0	4	6
8. Spill, Leak w/Fire		0	0	0	8. Lock In	0	0	1
9. Electrical		0	0	0	9. Power Line Down	2	4	4
10. Explosion		0	0	1	10. Arcing, Short Elect.	2	2	3
11. Unauthorized Burn		0	0	2	11. Collapse	0	1	4
12. Controlled Burn		0	0	1	12. Emerg, N/C Above	0	5	
13. Fire, N/C Above		0	0	4	<b>EMERG. RESPONSES</b>	<b>83</b>	<b>226</b>	<b>171</b>

**HAZ. MATERIAL**

	THIS	THIS	LAST	SERVICE CALLS	THIS	THIS	LAST
	MO.	YTD	YTD		MO.	YTD	YTD
1. Chemical Leak/Spill	0	0	0	1. Fire Investigations	0	3	1
2. Chemical Disposal	0	0	0	2. Fire Alarm Service Calls	16	76	74
3. LPG/Nat'l Gas Leak	3	13	11	3. Fire Radio Boxes	135	426	334
4. Gas, Leak, Spill	0	1	4	4. Fire Alarm Maintenance	2	13	11
5. Hazmat Investigation	0	0	0	5. Sprinkler Maint./Test	0	0	3
6. Hazmat Standby	0	0	0	6. Hydrant Maint./Test	0	0	0
7. Carbon Monoxide	5	13	7	7. Training/Planning/Misc.	0	0	0
8. Hazmat, N/C Above	0	0	1	8. Service Calls, N/C Above	0	0	1

**RESCUE**

	THIS	THIS	LAST	OTHER CALLS	THIS	THIS	LAST
	MO.	YTD	YTD		MO.	YTD	YTD
1. Extrication	0	0	1	1. Mutual Aid Given	10	38	31
2. Auto Accident	3	12	25	a. EMS	4		
3. Industrial Accident	0	0	0	b. Fire	6		
4. Water Rescue	0	0	0	2. Mutual Aid Received	4	15	20
5. Search	0	0	1	a. EMS	2		
6. Elevator Emergency	1	1	3	b. Fire	2		
7. Assist Ambulance	21	63	1				
8. Rescue N/C Above	3	3	0				

**ALARMS**

1. Master Box	27	64	58
2. Building	0	0	0
3. Malicious False	0	0	0
4. Alarms, N/C Above	8	15	8

**FIRE LOSS**

Structure	10,000	17,000	5,500
Vehicles	3,500	5,500	1,000
Other	0	0	0

<b>TOTAL FIRE LOSS</b>	<b>\$</b>	<b>13,500</b>	<b>22,500</b>	<b>6,500</b>
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<b>TOTAL PART I</b>	<b>250</b>	<b>797</b>	<b>646</b>
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<b>Monthly</b>	
Property Total Value	167,400
Vs. Estimated Damage	10,000
Percentage Lost	6%

<b>Year to Date</b>	
Property Total Value	409,100
Vs. Estimated Damage	17,000
Percentage Lost	4%



<b>PART II FIRE PREVENTION</b>	<b>THIS MO.</b>	<b>THIS YTD</b>	<b>LAST YTD</b>
1. Plan Reviews	3	9	2
2. Drills/Public Education	0	5	3
3. Pre-Planning	33	84	43
4. Permits Issued	16	39	55
<b>Inspections</b>			
5. Assembly	12	19	25
6. Education	0	0	1
7. Healthcare	0	0	2
8. Residential	9	27	33
9. Mercantile	1	7	6
10. Business	9	22	15
11. Industrial/Storage	2	3	3
12. Hazard Inspection	0	0	0
13. Oil Burner Inspection	0	5	3
14. Site Inspection/Multi.	16	39	52
15. Day Care Life Safety	1	3	3
16. Tank Removal Inspection	0	0	0
17. Assembly Permit	12	19	24
18. Blasting Permits	0	0	0
19. Oil Burner Permits	0	4	1
20. Fire Alarm System Permits	0	2	0
21. Extinguishing System Permits	0	4	1
22. Tank Removal Permits	0	0	0
23. Wood/Pellet Stove	0	1	1
<b>TOTAL PART II</b>	<b>114</b>	<b>292</b>	<b>273</b>

<b>AMBULANCE</b>	<b>THIS MO.</b>	<b>THIS YTD</b>	<b>LAST YTD</b>
1. Allergic Reaction	1	5	5
2. Behavioral	2	20	10
3. Cardiovascular	28	93	97
4. Diabetic	2	10	15
5. Gastrointestinal	13	35	44
6. Heat/Hyperthermia	0	0	0
7. Hypothermia/Frostbite	0	1	2
8. Neurological	3	19	23
9. OB/Gyn	0	1	2
10. Poisoning/Overdose	2	15	11
11. Respiratory	49	83	57
12. Toxic Exposure	0	1	0
13. Trauma	41	118	173
14. Urinary Tract	2	5	4
15. Vascular	2	8	6
16. Other	8	40	39
17. Hospital to Hospital	0	1	0

<b>TOTAL PART III</b>	<b>153</b>	<b>455</b>	<b>488</b>
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**AMBULANCE ACCTS**

Accounts Billed	87	280	304
Amount Billed	47,744	152,536	189182
Amount Collected	31,115	115,626	118489

<b>PART IV HEALTH</b>	<b>THIS MO.</b>	<b>THIS YTD</b>	<b>LAST YTD</b>
1. Rest./Food Service	26	56	48
2. Residential Inspection	0	2	2
3. Business Inspection	1	3	4
4. Child Care Inspection	0	1	3
5. Animal Complaint	0	0	0
6. Nuisances	3	3	1
7. Disease Control/Rep.	0	0	0
8. Healthcare/Hospital	0	5	3
9. Miscellaneous	2	9	6

<b>TOTAL PART IV</b>	<b>32</b>	<b>79</b>	<b>67</b>
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<b>TOTAL PART I</b>	<b>250</b>	<b>797</b>	<b>646</b>
<b>TOTAL PART II</b>	<b>114</b>	<b>292</b>	<b>273</b>
<b>TOTAL PART III</b>	<b>153</b>	<b>455</b>	<b>488</b>
<b>TOTAL PART IV</b>	<b>32</b>	<b>79</b>	<b>67</b>
<b>DEPARTMENT TOTAL</b>	<b>549</b>	<b>1623</b>	<b>1474</b>

**STATISTICAL INFO:**

1. Personnel - Total	43		
a. Administrative	4		
b. Permanent FF	25		
c. Civilian	2		
d. Call FF	13		
2. Training Hours			
a. Permanent	160	583	1040
b. Call	53	135	98

<b>TOTAL HOURS</b>	<b>213</b>	<b>718</b>	<b>1138</b>
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	<b>THIS MO.</b>	<b>THIS YTD</b>	<b>LAST YTD</b>
<b>Medicare/Medicaid</b>	<b>72</b>	<b>250</b>	<b>273</b>
<b>Commercial Insurance</b>	<b>21</b>	<b>55</b>	<b>62</b>
<b>Vehicle Insurance</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Self Pay</b>	<b>3</b>	<b>18</b>	<b>18</b>
<b>No Transport</b>	<b>57</b>	<b>132</b>	<b>133</b>

**BREAKDOWN BY AMBULANCE SERVICE**

	<b>THIS MO.</b>	<b>THIS YTD</b>	<b>LAST YTD</b>
ALS	45	156	210
BLS	42	124	18
MILEAGE	247	749	1452



## EXETER POLICE DEPARTMENT



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*Memorandum*

*April, 2014*

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**To:** Town Manager, Russ Dean

**From:** Chief Kane

**Ref:** March 2014 Monthly

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### ADMINISTRATION:

1. Conducted a table top exercise on an Active Shooter scenario that occurs at EHS. There were 45 people in attendance that participated in the exercise. The tabletop tested the response plan for police/fire/communications/school. Very well received by all. We will be graded on our plan in a follow up in May.
2. I attended a showing of an Emergency Alert system for schools in Kensington. May be something for the future state wide.
3. New cars have been ordered.

### PERSONNEL

1. Background check being done on last patrol position. The only section left is the polygraph which will be conducted in May.

### ATTENDED MEETINGS

1. Monthly Meeting – Seacoast Emergency Response Team
2. Attended the departments head meeting
3. Met with race track officials from Epping drag way on June event.

STAFF DIVISION  
SPECIAL REMARKS/ON GOING PROJECTS

- HIGHLIGHTS: 2<sup>nd</sup> degree assault on a child-multiple arrests resulting
- MEETINGS: met with Primex Director of Training, met with Worcester County Sherriff's to assist with their suspect interview in Exeter
- SPECIAL EVENTS/PROJECTS: Evidence room monthly audit, DARE/PAL, Lincoln Street School Lockdown Drill, Active Shooter Tabletop, Read Across America at the Main Street School
- PERSONNEL: Capt. Poulin received FEMA IS-300 certification, Sgt. Munck and Det. Diliegro attended Pole Camera training
- NOTABLE CASES/TRIALS: Arrest for Child Pornography, Arrests for stolen van recovered in Exeter and executed a search warrant at the Wheelwright house for stolen items
- STATISTICS: New cases:20 Open cases total: 22 Cases closed:13 Arrest/Indict:7  
6 cases closed due to no crime, 0 victim did not want to proceed, 1 suspended for lack of leads or no identified suspects, 1 cases referred to CA's Office or another jurisdiction, 7 closed by arrests or indictment

**COMMUNICATIONS:**

- HIGHLIGHTS: Active Shooter Tabletop, Norma and Dawn trained in CodeRed
- DISPATCH ISSUES: N/A
- FIRE ISSUES: Battery backup failed and was replaced
- STATISTICS: Calls for service: 1851 Alarms: 59 (all false) 0 alarm bill

**DEPARTMENT TRAINING: Total hours: 154 (Attached)**

PATROL

**Patrol Division (Monthly Highlights, Large Events, Projects)**

3/1/14 Sgt. Butts proctored Great Bay Exam

3/4/14 Members of patrol participated in Read Across America

- 3/10/14 Sgt. DeWire attends 2 week First Line Supervisors course at PSTC
- 3/11/14 Ofc. Sankowich catches kids in the act of spray painting old Woolworth's
- 3/21/14 10-25 w/ injury handled involving mail carrier struck from behind
- 3/30/14 Units handle call volume due to town wide power outage
- 3/31/14 Sgt. DeWire updates/creates Felony ALS packet for cruisers

**Capt. Shupe**

- 3/4/14 Participated in Read Across America at Main Street School
- 3/5/14 Active Shooter tabletop mock run
- 3/7/14 Coordinated a tour of Exeter High School with Sgt. Butts
- 3/11/14 Meeting at DPW ref Portsmouth Ave project
- 3/12/14 Participated in Active Shooter tabletop at SST
- 3/13/14 Spoke with Att. Werner about her work hours, start time changed to 0830  
  
Meeting at Epping Fire ref. NHRA event
- 3/19/14 Met with Two-Way ref the need for upgrading all light bars
  
- 3/21/14 Memo to all Patrol Sergeants ref change for Town building door checks

Assist patrol with 10-25 involving a mail carrier on front St

Rifle familiarization training

3/26/14 Ordered 3 new radar remotes

## **SRO**

SRO D'Amato made 0 arrests and 0 safe keeps this month. He assisted school administration with multiple students. He issued 06 warnings, 4 summons and wrote 1 parking ticket. He also participated in the Active Shooter Table Top exercise, assisting both the school and police department in its planning.

SRO D'Amato had contact with 31 parents for a variety of reasons and had 213 students visit with him in his office.

03 Child Seat Safety checks were conducted. He held one Explorer meeting for Explorers Active Shooter Defense.

## **PROSECUTION**

See Attached

## **ACO/Parking Enforcement**

ACO Jones answered 19 animal calls last month. He issued 7 summons and 11 verbal warnings were issued.

0 animals were transported to the SPCA and 0 were given back to their owner.

No animals were destroyed, and he disposed of 1 dead animal.

Officer Jones issued 51 parking tickets, 15 warnings and 1 ticket was voided.

The stealth Radar was used in the parkway and the speed trailer was utilized in the following areas:

Storage

**SERT**

03/13 4 hours firearms

03/28 8 hours in Portsmouth

## Monthly Statistics

### Monthly Statistics March 2014

	Mar-14	Total-14	Mar-13	Total-13
Total Arrests	34	119	35	108
Traffic Stops				
Total Stops	1043	2931	661	2162
Arrests	7	16	3	8
Summonses	100	292	58	275
Written Warnings	386	1078	260	806
Verbal Warnings	548	1536	338	1393
Void	1	7	1	4
DWI Arrests	7	15	2	9
Drugs (Transporting)	3	24	5	17

<b>Accidents</b>	<b>Reportable</b>	22	81	19	94
	<b>Personal Injury</b>	2	7	0	14
<b>Reports</b>	<b>Offense Reports</b>	43	138	73	147
	<b>Field Interview</b>	54	161	53	189

**BUILDING PERMITS ISSUED CUMULATIVE**

**MARCH 2014**

<b><u>Month</u></b>	<b><u>Estimated Cost</u></b>	<b><u>Fee Collected</u></b>	<b><u>New S/F Home</u></b>	<b><u>Total Permits</u></b>
March 2013	\$ 5,776,657.00	\$ 57,884.00	1	47
March 2014	\$ 993,809.00	\$ 8,524.00	2	52
<hr/>				
Cumulative 2013	\$ 6,841,073.00	\$ 71,093.50	2	130
Cumulative 2014	\$ 4,885,995.00	\$ 37,106.20	2	154

Distribution: /Russell Dean, Town Manager - Forwarding to Department Heads & Selectmen

Gary Lord, Department of Public Works  
Sue Baillarger, Fire Department  
Doreen Ravell, Finance Director



# TOWN OF EXETER, NEW HAMPSHIRE BUILDING PERMITS ISSUED

03/01/2014 - 03/31/2014

NAME/BLDG ADDRESS	DATE	ESTIMATED COST	FEE COLLECTED	TYPE/PERMIT NO.	DESCRIPTION
DENNIS & CHERYL A. HAYWARD 2002 REV. TR 9 PICKPOCKET RD.	3/3/2014	\$3,500.00	\$67.00	RES ADDITION 14-060	BLOCK CHIMNEY WITH PAD TO REPLACE METALBESTOS CHIMNEY ON BLUE BLDG. NEAREST ROAD
EXETER REALTY TRUST 154-156 WATER STREET	3/3/2014	\$300.00	\$50.00	ELECTRICAL 14-053E	30 CEILING OUTLETS
GENO RENALDI 3-5 CHARTER	3/3/2014	\$36,000.00	\$230.00	RES RENOVATION 14-062	BOTH KITCHENS, BOTH BATHS, PLUMBING, ELECTRICAL, HEATING, PAINT, FINISH & WINDOWS
JOHN & CAROLE ENGLISH 31 HAMPTON RD	3/3/2014	\$5,000.00	\$75.00	NEW S/F HOME 14-061E	ELECTRICAL FIT UP FOR NEW SINGLE FAMILY HOME
JOHN & CAROLE ENGLISH 31 HAMPTON RD	3/3/2014	\$100,000.00	\$550.00	NEW S/F HOME 14-061	BUILD NEW RANCH WITH SINGLE GARAGE ON EXISTING FOUNDATION (MODULAR OR STICK BUILD)
JOHN SPRINGER 1 RIVERBEND CIRCLE	3/4/2014	\$900.00	\$50.00	ELECTRICAL 14-059E	CEILING OUTLETS, SWITCHES, PLUG RECEPTACLES
PAUL SNAIKH 39-41 HIGH ST.	3/4/2014	\$6,000.00	\$110.00	ELECTRICAL 14-062E	SERVICE CHANGE TO THE OLD MARKET/APARTMENTS
ASHLEY SHEA 6 WINSLOW DRIVE	3/5/2014	\$2,800.00	\$65.00	ELECTRICAL 14-065E	RUNNING A NEW LINE TO THE HOT WATER HEATER AND REPLACING
CAROLYN D'AGINCOURT 1 PINE GROVE RD	3/5/2014	\$1,300.00	\$50.00	PLUMBING 14-039P	SINK, BATH, 2 WATER CLOSETS, 3 LAVATORYS
ROBERT & JOAN HAMMOND 1 SENYAR FARM LANE	3/5/2014	\$9,302.00	\$97.00	RES RENOVATION 14-063	RENOVATE EXISTING BATHROOM-GUT & DRYWALL. NEW FIXTURES, VANITY AND MINOR ELECTRICAL CHANGES IN SAME AREA

# TOWN OF EXETER, NEW HAMPSHIRE

## BUILDING PERMITS ISSUED

03/01/2014 - 03/31/2014

NAME/BLDG ADDRESS	DATE	ESTIMATED COST	FEE COLLECTED	TYPE/PERMIT NO.	DESCRIPTION
DAVE & JESSICA MICHELSEN 12 THELMA DR	3/6/2014	\$1,500.00	\$50.00	ELECTRICAL 14-052E	CLEAN WIRE UP BASEMENT, ADD NEW RECESSED CAN, OUTLETS
JOHN & THERESA TOOMEY 2 NEWFIELDS RD	3/6/2014	\$54,000.00	\$320.00	RES REMODEL 14-066	NEW KITCHEN, MASTER BATH, REFRAME 2 INTERIOR BEARING WALLS, OPEN UP SPACE BY ADDING HEADERS, REFRAME BEAM BY INSERTING UPSET HEADER IN CHIL. REMOVE 3 DRIF HITING WINDOWS AND RPT.ACF WITH CEILING OUTLETS, SWITCHES, PLUG RECEPTACLES, LIGHTING CIRCUIT/OTHER CIRCUITS 200 A PANEL SIZE 200A SUB FEEDER SIZE
NICK BENTLEY 3 PINE STREET	3/6/2014	\$14,510.00	\$50.00	ELECTRICAL 13-384E	INSTALL PLUMBING FOR NEW HOUSE
SAM MUKARKAR 44 CAPTAINS WAY	3/6/2014	\$20,000.00	\$50.00	PLUMBING 13-386P	2 GAS BOILERS & GAS PIPING
GENO RENALDI 3-5 CHARTER STREET	3/10/2014	\$0.00	\$50.00	MECHANICAL 14-062G	2 OF EACH- SINKS, BATHS, WATER COSETS, LAVATORIES, DISHWASHERS & WASHING MACHINES
GENO RENALDI 3-5 CHARTER STREET	3/10/2014	\$0.00	\$50.00	PLUMBING 14-062P	REMOVE 1645 SQFT EXISTING COOLERS, OFFICES/STORAGE & REPLACE <->SALES FLOOR & RESTROOMS ON SAME FOOTPRINT AS EXISTING BLDG. DEMO STRUCTUR LESS THAN 50 YEARS.
KAMLESH PATEL 201 FRONT STREET	3/10/2014	\$97,000.00	\$1,120.00	N/R ADDITION 14-070	CREATE AN OFFICE IN FRON OF GARAGE AREA. INSTALL 3 NEW WALLS AND REMODEL OF EXISTING BATHROOM INTO HANDICAPPED ACCESSIBLE.
MARTIN B STOLLAR, LLC 133 EPPING RD	3/10/2014	\$5,000.00	\$200.00	N/R REMODEL 14-067	REMOVE SIDE STAIRCASE & REBUILD TO CODE RAILING/HANDRAIL, REMOVE CEDAR SHAKES, VYNAL SIDING, PREP AND PAINT TRIM, REMOVE AND REPLACE RUI.KHEAD.
BULLOCK PROPERTIES- Bernard & Martha 148-152 FRONT STREET	3/11/2014	\$22,000.00	\$160.00	COM/RES RENOVATION 14-068	CEILING OUTLETS, SWITCHES, PLUG RECEPTACLES, MOTORS
CHAD & DANIELLE CABRAL 4 SINCLAIR DRIVE	3/11/2014	\$0.00	\$50.00	ELECTRICAL 14-034E	

# TOWN OF EXETER, NEW HAMPSHIRE BUILDING PERMITS ISSUED

03/01/2014 - 03/31/2014

NAME/BLDG ADDRESS	DATE	ESTIMATED COST	FEE COLLECTED	TYPE/PERMIT NO.	DESCRIPTION
JOAN HAMMOND 1 SENYAR FARM LANE	3/11/2014	\$0.00	\$50.00	ELECTRICAL 14-063E	CEILING OUTLETS, SWITCHES, PLUG RECEPTACLES
ROBERT & JOAN HAMMOND 1 SENYAR FARM LANE	3/11/2014	\$0.00	\$50.00	PLUMBING 14-063P	BATHS, WATER CLOSET, LAVATORY
SOCIETY OF ST. VINCET DE PAUL 53 LINCOLN STREET	3/11/2014	\$1,500.00	\$50.00	ELECTRICAL 14-069E	INSTALL OF 7 FLOURESCENT LIGHT, 1 30A HEATER, LIGHT AND OUTLET IN ELEVATOR SHAFT ONLY. 1 EBU UNIT
CHINBURG BUILDERS, INC. 7 WINSLOW DRIVE	3/12/2014	\$160,000.00	\$850.00	NEW S/F HOME 14-071	CONSTRUCT A NEW SINGLE FAMILY 3 BEDROOM 2 1/2 BATH WITH DRIVE UNDER GARAGE. PLANS AND SITE PLANS ATTACHED, RESCHECK ATTACHED.
EXETER MILLS, LLC 10 CHESTNUT STREET	3/12/2014	\$34,090.00	\$220.00	PIER, GANGWAY, FLOAT 13-416U	CONSTRUCT A 6 FT PERMANENT PIER LEADING TO 4FT X 35 FT SEASONAL GANGWAY LANDING ON A 10 FT X 20 FT SEASONAL FLOAT TO PROVIDE ACCESS TO SQUAMSCOTT RIVER
GENO RENALDI 3-5 CHARTER STREET	3/12/2014	\$0.00	\$50.00	ELECTRICAL 14-062E	CEILING OUTLETS, SWITCHES, PLUG RECEPTACLES
JOEL & KAREN SCHOFIELD 47 FRANKLIN STREET	3/13/2014	\$15,000.00	\$125.00	MECHANICAL 14-072G	BOILER
JOHN & THERESA TOOMEY 2 NEWFIELDS RD	3/13/2014	\$0.00	\$50.00	ELECTRICAL 14-066E	ALTERATIONS
AMANDA BARTLEY 7 JUNIPER STREET	3/17/2014	\$54,725.00	\$50.00	REMOBILE 14-074	SLAB/REMOBILE 28' X 48'
JOEL & KAREN SCHOFIELD 47 FRANKLIN STREET	3/17/2014	\$10,000.00	\$100.00	ELECTRICAL 14-072E	REWIRING

# TOWN OF EXETER, NEW HAMPSHIRE BUILDING PERMITS ISSUED

03/01/2014 - 03/31/2014

NAME/BLDG ADDRESS	DATE	ESTIMATED COST	FEE COLLECTED	TYPE/PERMIT NO.	DESCRIPTION
MICHELLE & SCOTT D'AMADO 14 WINDEMERE LN	3/17/2014	\$2,600.00	\$63.00	MECHANICAL 14-073G	50 GAL POWERVENT WATER HEATER
ALTIID ENTERPRISES, LLC 100 DOMAIN DRIVE	3/18/2014	\$118,982.00	\$1,340.00	N/R RENOVATION 14-075	DEMO, DRYWALL, CEILINGS, PAINTING, FLOORING, ELECTRICAL, MECHANICAL, SPRINKLERS, CAFÉ EXPANSION AND ALTIID'S OFFICE.
RICHARD HARMON 95 HIGH STREET	3/18/2014	\$1,600.00	\$50.00	MECHANICAL 14-076g	HOT WATER HEATER REPAIR, GAS LINE
IAN COHEN 188 FRONT STREET	3/19/2014	\$2,000.00	\$60.00	ELECTRICAL 14-077E	REPAIR WIRE DUE TO FIRE DAMAGE & ADD SMOKE SYSTEM
IAN COHEN 188 FRONT STREET	3/19/2014	\$8,420.00	\$92.00	GAS 13-398G	EMERGENCY GAS BOILER REPLACEMENT DUE TO A FIRE
KAREN & JOEL SCHOFIELD 47 FRANKLIN STREET	3/19/2014	\$50,000.00	\$300.00	RES REMODEL 14-072	REMODEL KITCHEN, BATHS, FLOORS, REPLACE DAMAGED SHEET ROCK AND ADD INSULATION WHERE ACCESSIBLE, REPAIR AND OR REPLACE CHIMNEYS AND FIREPLACES, UPDATE ELECTRICAL & HEAT
GEORGE GEURAS 5 GLENERIN LANE	3/20/2014	\$18,880.00	\$144.00	RES RENOVATION 14-078	REMOVING OF CEDAR CLAPBOARDS AND ADDING VINYL SIDING
KAREN SCHOFIELD 47 FRANKLIN STREET	3/20/2014	\$11,000.00	\$105.00	PLUMBING 14-079P	STACKS, SINKS WATER CLOSETS, LAVATORYS, WATER DISTR. SYS., 2 SHOWERS, DISHWASHER, WASHING MACHINE
KAREN SCHOFIELD 47 FRANKLIN STREET	3/20/2014	\$2,700.00	\$63.50	MECHANICAL 14-079G	GAS PIPING
PAT QUALTERS 36 OAKLAND RD	3/20/2014	\$2,000.00	\$60.00	PLUMBING 14-050P	WATER CLOSET, LAVATORY, SHOWERS

**TOWN OF EXETER, NEW HAMPSHIRE  
BUILDING PERMITS ISSUED**

03/01/2014 - 03/31/2014

NAME/BLDG ADDRESS	DATE	ESTIMATED COST	FEE COLLECTED	TYPE/PERMIT NO.	DESCRIPTION
DAVID & ASHLEY KLEMARCYK 20 HOBART STREET	3/21/2014	\$7,000.00	\$85.00	RES REMODEL 14-080	CONSTRUCTION OF INTERIOR WALLS/ FINISH WALKOUT BASEMENT INCLUDING ADDING 1/2 BATH FOR SALON COMPLIES TO CODES & HOOK UP TO HEAT SYSTEM
TREMONT APTS. INC. 27 TREMONT STREET	3/24/2014	\$700.00	\$50.00	MECHANICAL 14-081	GAS PIPING
CHRISTOPHER T LEE 15 PROSPECT STREET	3/25/2014	\$3,800.00	\$69.00	RES ADDITION 14-085	INSTALLATION OF SOLAR PANELS
JIM & MAURA TOTH 26 COLONIAL WAY	3/25/2014	\$11,700.00	\$108.50	MECHANICAL 14-083M	OIL BURNER-
JOHN & LINDA LENNON 3 SPRUCE STREET	3/25/2014	\$29,000.00	\$200.00	RES ADDITION 12-175U	TO ADD 28' LONG SHED DORMER TO REAR OF THE HOUSE. TO INSTALL AN UPSTAIRS BATHROOM AND TO ENLARGE THE TWO UPSTAIRS BEDROOMS.
JOHN & THERESA TOOMEY 2 NEWFIELDS RD	3/25/2014	\$0.00	\$50.00	PLUMBING 14-066P	SINKS, WATER CLOSET, LAVATORY, SHOWER, DISHWASHER, WASHING MACHINE
PHILLIPS EXETER ACADEMY 25 MAIN STREET-VEAZEY HOUSE	3/25/2014	\$35,000.00	\$225.00	RES REMODEL 14-082	DIVIDE ROOMS W/2 X 4 AND D-WALL WALLS AND DOORS FOR TEMPORARY OFFICES & PAINT
PHILLIPS EXETER ACADEMY 25 MAIN STREET- VEAZEY HOUSE	3/25/2014	\$0.00	\$50.00	ELECTRICAL 14-082E	TEMPORARY OFFICES, ALTERATIONS
PHILLIPS EXETER ACADEMY 25 MAIN STREET-VEAZEY HOUSE	3/26/2014	\$0.00	\$50.00	PLUMBING 14-082P	SINK/WATER CLOSET- RESIDENTIAL- TEMPORARY OFFICE SPACE
SHARON OSBORNE 18 LINDEN STREET UNIT #1	3/26/2014	\$25,000.00	\$175.00	RES REMODEL 14-084	REMODEL MSTR BATH/LAUNDRY CLOSET, INSTALL HADWD FL IN BOTH 2ND FLR BDRMS, RPLACE FIXTURES IN 2ND FLR BATH (TOILET,SINK,VANITY), INSTALL NEW ISLAND IN KITCHEN

**TOWN OF EXETER, NEW HAMPSHIRE  
BUILDING PERMITS ISSUED**

03/01/2014 - 03/31/2014

NAME/BLDG ADDRESS	DATE	ESTIMATED COST	FEE COLLECTED	TYPE/PERMIT NO.	DESCRIPTION
MUCCI-MCDONALD REVOCABLE FAMILY TRU 10 OAKLANDS RD	3/27/2014	\$3,000.00	\$65.00	ELECTRICAL 14-003E	CEILING OUTLETS, SWITCHES, PLUG RECEPTACLES
SUSAN STAFFORD 7 GILL STREET	3/31/2014	\$6,000.00	\$80.00	GAS 14-086G	FORCED AIR SYSTEMS

Total: \$993,809.00 \$8,524.00

Count: 52

**TOWN OF EXETER, NEW HAMPSHIRE  
CERTIFICATES OF OCCUPANCY ISSUED**

03/01/2014 - 03/31/2014

<u>DATE ISSUED</u>	<u>CERT/OCC.#</u>	<u>NAME</u>	<u>BUILDING ADDRESS</u>	<u>USE</u>
3/19/2014	13-313U		2 RIVERWOODS DRIVE	RESIDENCE
3/19/2014	07-094		5 STERLING HILL LANE	RES/CONDO
3/25/2014	12-216		50-52 HIGH STREET	APARTMENT RENTALS

Count: 3

APR 04 2014

*Received*

April 1, 2014

Julie D. Gilman, Chair  
Heritage Commission  
Town of Exeter, NH

Dear Ms. Gilman:


This is to inform that I am resigning from the Heritage Commission effective April 30, 2014.

The reason for my resignation is time: for me to be an effective and active member of the Commission I must devote more of my time to ensure the Commission's objectives are effectively dealt with. Given my current commitment to managing the Inn by the Bandstand, and bringing back an 1809 Federal building to its rightful place as one of Exeter's fine examples of Federal architecture, it is more than I can afford at this time.

I have learned a lot from my tenure as a member of the Commission. I commend you and its members for the time and dedication you commit to ensuring Exeter's heritage is maintained for current and future generations. In my own small way, I hope to employ what I have learned as I continue to restore the Inn by the Bandstand.

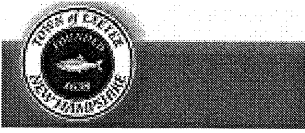
I want to thank you for the opportunity to have served and I will continue to promote the objectives of the Commission.

Sincerely,



Jaime Lopez  
12 Pickpocket Road  
Exeter, NH 03833





Russ Dean &lt;rdean@town.exeter.nh.us&gt;

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## Public comment

---

**David O'Hearn** <dohearn@wtgnh.com>

Tue, Apr 8, 2014 at 11:13 AM

To: "dclement@exeternh.gov" <dclement@exeternh.gov>, "dchartrand@exeternh.gov" <dchartrand@exeternh.gov>, "jgilman@exeternh.gov" <jgilman@exeternh.gov>, "nbelanger@exeternh.gov" <nbelanger@exeternh.gov>, "asurman@exeternh.gov" <asurman@exeternh.gov>

Cc: "rdean@exeternh.gov" <rdean@exeternh.gov>

*Dear Honorable Selectmen and Selectwomen,*

*Please vote to keep public comment at the beginning of the selectman meetings. I believe if residents have something on their minds it should be the most important thing the selectmen and women should listen to. We don't want to discourage public input.*

*Respectfully,*

*David O'Hearn*

*9 Hale St*

*Exeter, NH 03833*

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